Agreement between

Otsego Public Schools

and the

Otsego Bus Drivers

July 1, 2026 – June 30, 2028



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AGREEMENT BETWEEN OTSEGO PUBLIC SCHOOLS AND OTSEGO BUS DRIVERS 2026 - 2028

AGREEMENT

This Agreement is made and entered into on this July 1, 2026, by and between the Board of Education of Otsego Public Schools, Otsego, Michigan, (hereinafter referred to as the "Board") and Otsego Bus Drivers, (hereinafter referred to as the "Unit").

ARTICLE 1

Purpose and Intent

The purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement. It supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties which are in conflict with the express terms of this Agreement. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 2

Recognition

A. The term "employee" when used herein shall refer to those bus drivers who are included in the bargaining unit. References to male employees shall also be construed to include female employees. The term "Board" when used herein shall refer to the Board of Education and such other supervisors or administrators who have authority to hire, fire, or effectively recommend such action as relates to the employees.

B. If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any reason of subsequent enacted legislation or any decree of a court of competent jurisdiction, the remainder of this Agreement and supplements shall not be affected. By mutual agreement of both parties, the Board and the Unit shall enter into collective bargaining for the purpose of negotiating a mutually acceptable replacement for such provisions.

C. The Board and the Unit agree that for the duration of this Agreement, neither shall discriminate against any employee because of race, color, creed, age, sex, nationality or political belief, nor shall the Board nor its agents, nor the Unit, its members or agents, discriminate against any employee because of his or her membership or non-membership in the Unit.

D. For the purpose of this Agreement, regular drivers are defined as those drivers who drive a regularly scheduled route on a day-to-day basis and who are certified by the Board to the Unit as "Regular Drivers". Regular substitute drivers are those drivers who are certified to the Unit by the Board as "Regular Substitute Drivers" and are those persons who drive in place of regular drivers when regular drivers are not available, due to illness or other absence, to perform their duties.

ARTICLE 3

Unit Rights and Responsibilities

A. A written list of unit officers, committees and stewards shall be furnished to the Board within fifteen (15) days after signing of this Agreement. Any changes in such membership shall be transmitted in writing to the Board within fifteen (15) days of such change.

B. Recognizing that the safety and well-being of students are a paramount responsibility of the school bus drivers, employees shall be expected to exercise reasonable care with respect to the safety of pupils and property and shall discharge their duties and responsibilities to said students and property according to Michigan school laws and Board and administrative policies and directives. Such policies and directives shall not conflict with the provisions of this Agreement or any law of the State of Michigan nor the United States.

C. The Unit shall have the right to use school facilities for meetings providing it has secured the approval of the Board one (1) week in advance. The Unit agrees that any additional or unusual expense incurred as a result of such use shall be reimbursed to the Board by the Unit.

D. A bulletin board no smaller than 2' by 3' shall be provided in the bus garage driver lounge area, upon which the Unit may post announcements, notices of meetings, results of Unit elections and notices pertaining to nominations and elections. The bulletin board shall not be used for political purposes or for purposes other than the above.

E. Duly authorized representatives of the Unit, international, local or unit, shall be permitted to transact official Unit business on school property provided that they do not interfere with or interrupt work activities or normal school operation. The Unit agrees to advise the Board of such meetings, discussions or other activities that it may wish to transact pertinent to the employees and shall transact such business on the employees' own time and in private.

F. It is the responsibility of the Unit to honor Board policies and administrative regulations. Neither the Unit, its representatives nor any member shall direct employees to disregard the instructions or directions of administrators or supervisors so long as such policies, directions, instructions, or regulations do not conflict with the terms of this Agreement or any law of the State of Michigan or the United States. The Unit further agrees that in the event of a grievance which is to be processed under the provisions of Article VI herein there shall be no stoppage of work because of such grievance. The Board will make available copies of Board policies and administrative regulations to the Unit.

G. The Unit and the Board mutually agree to provide each other with any information which shall be deemed appropriate in the processing of any grievance under the provisions of Article VI herein.

H. It shall be the responsibility of the individual employee to meet the conditions of employment for bus drivers as required by the State of Michigan Department of Education, and the Board. The Board assumes no financial or other responsibility for any of these requirements except as herein provided.

I. Each driver is responsible for keeping the Board advised in writing of any change in name or change in address. The driver is solely responsible for any errors or omissions occasioned by his or her neglect in keeping the Board so advised, and any communication addressed to an employee at his or her last address on record with the employer shall constitute notice to the employee of the contents of such communication.

J. Employees are expected to take advantage of opportunities for continually improving their skills and relationship with their co-workers and with the public.

K. Drivers are expected to maintain routes, time schedules, and other work assignments as established by the Board.

L. The Board recognizes and will deal with elected or appointed committees, members of the unit, or any representative of the international or local Unit in all matters relating to grievances, interpretations of the Agreement, or in other matters which affect, or may affect the relationship between the Board and the Unit.

M. The Unit Bargaining Committee shall be composed of a Unit President, Unit Steward, and Unit Secretary.

N. Up-to-date seniority lists for the bargaining unit will be posted on the bulletin board and a set of copies shall be furnished to the Unit President by the Board within two weeks from the beginning of each school year, and within two (2) weeks after any change takes place.

ARTICLE 4

Board Rights and Responsibilities

The Board, on its own behalf and on behalf of the citizens of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities;

2. To hire all employees subject to the provisions of law, to determine their qualifications for continued employment, to discharge, discipline or demote and to promote, transfer, and retire all such employees;

3. To direct and evaluate the work of its employees, to govern the activities of its employees within the scope of their employment, and to establish policies, rules and regulations to govern school personnel and school activities;

4. To establish school policies, the school calendar, bus routes and time schedules, the hours of work, employee duties, responsibilities and assignments of drivers and other employees, and the terms and conditions of employment not in conflict with this Agreement.

5. The employer agrees to communicate and provide to the Unit current and new member information on an annual basis.

    - Member names
    - Addresses
    - Rates of Pay
    - Hire Dates

The exercise of the foregoing powers, rights, authority, duties and responsibilities stated or implied by the Board and the use of the judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the laws and Constitution of the State of Michigan, and the laws and Constitution of the United States.

ARTICLE 5

Discipline & Discharge

A. No driver shall be disciplined or discharged without just cause. Any driver called into a meeting with an employer representative who has reasonable belief that the meeting may result in discipline has the right to the presence of a Unit representative at the meeting.

B. When disciplining an employee, it is agreed and understood that steps of progressive discipline will be followed. Further, it is agreed and understood that there may be a combination or acceleration of such steps in a serious case. Reference Section C below for a listing of steps.

C. The Unit and the Employer recognize that employees are expected to be available for, and to perform, work as scheduled. In the event an employee is found to be violating the intent of this provision, such as misuse of paid/unpaid leave time, the employer may take the following action in addition to nonpayment for the absence:

First Offense - Verbal Warning
Second Offense - Written Warning
Third Offense - Written disciplinary letter and three (3) days suspension without pay
Fourth Offense - Employee is subject to discharge

ARTICLE 6

Grievance Procedure

A. Employees are reserved the right to communicate all complaints to the appropriate supervisor or administrator at such time as they shall occur. It being the intent of the parties to encourage the free flow of ideas and comments outside the scope of the Grievance Procedure hereinafter set forth.

Failure to reach a mutually satisfactory adjustment pursuant to principal of communications hereinabove set forth shall be considered by a grievance committee of the Unit and either the complaint will be processed as a grievance or dropped based upon the findings of the Grievance Committee.

B. A grievance shall be an alleged violation of the expressed terms of this Contract. The following matters shall not be the basis for any grievance filed under the procedure outlined in this Article:

1. The termination of services or failure to re-employ any probationary employee(s).

C. The Unit shall designate a Steward and a Grievance Committee not to exceed three members of the Unit. During the processing of a grievance through Level One (1) of the formal procedure hereinafter defined, the Unit shall limit its members as parties to a grievance proceeding to the grievants and the Steward or other members of the Grievance Committee as requested by the grievants, and at Level Two (2) the Unit representative shall be called in to the Grievance Procedure. The Board may at its discretion appoint any member of the Board as its representative in the Grievance Procedure so long as that appointee has the authority to make final settlement of the grievance at the step of the procedure where such appointee is exercising his/her appointed authority.

D. For purposes of this Article, days shall mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

E. **Level One**: An employee believing him/herself wronged by an alleged violation of his/her rights as an employee whether under the provisions of this Contract or not shall within five (5) days of its alleged occurrence or five (5) days of the employee's knowledge of its alleged occurrence, orally discuss the complaint with his/her immediate supervisor (Director of Transportation, or as designated in writing, representative of the Director of Transportation). The supervisor shall give his/her reply to the complainant as soon as possible, but not later than (5) days from the date that the complaint is made to him/her. If the complainant is not satisfied with the answer received from the supervisor or if the supervisor fails to reply, he/she may request a meeting of the Grievance Committee.

The Grievance Committee shall meet within a period of five (5) days from the date of the request of the complainant. The Grievance Committee shall consider the complaint and the supervisor's response or lack of response to the complaint and within five (5) days of the meeting the complainant and the supervisor shall be advised of the committee's decision with regard to the complaint. If the committee's decision is to process the complaint as a formal grievance, the time limits for the formal grievance procedure shall begin on the date of the committee's notification to the supervisor of its intent to process the complaint as a grievance as hereinafter provided.

F. **Level Two**: The Grievance Committee shall reduce the complaint to writing on forms furnished by the Unit within two (2) days of the date of notification to the supervisor of its intent to process the complaint as a formal grievance. A copy of the written grievance shall be filed with the Superintendent with the Grievance Committee's notation attached as to its findings as a result of the action taken at Level One.

Within five (5) days of receipt of the grievance, the Superintendent or his designated representative shall have contacted the grievant and the Unit's representative. The Unit's representative shall be given a minimum of two (2) day's notice of the date set for the meeting between the grievant, the Grievance Committee, and the Superintendent or his/her designated representative. Within ten (10) days of the meeting with the Superintendent, the Superintendent shall render his/her decision in writing to the grievant(s), the Director of Transportation, and the Unit representative, placing one (1) copy of the grievance and his/her response in a permanent file in the office of the Superintendent.

G. **Level Three**: If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant, the Unit may request a mediation meeting. The Unit will notify the Superintendent of its intent to submit the grievance to mediation and the mediation meeting will be scheduled as soon as possible. The grievance shall be presented at the mediation meeting which shall normally consist of:

1. State appointed mediator
2. Grievant(s)
3. Representatives of the Board
4. Representatives of the Unit

- Note: Either party may include additional representatives who are witnesses to or actual parties to the occurrences which gave rise to the original complaint. Nothing herein contained shall require either party to agree to the recommendation of the mediator.

Should a resolution for this specific grievance be arrived at which is mutually acceptable to both parties, then such recommendation shall be final and binding on both parties as the corrective measure for the specific grievance or grievances which were the cause of the mediation meeting.

Should a resolution of the grievance not be acceptable to the Unit, the Unit will notify the Superintendent of Schools of its intention to submit the grievance to the Board of Education. Such notification shall be made in writing within fourteen (14) days of the completion of the mediation meeting. Upon receipt of the notification it shall be the responsibility of the Superintendent to place the grievance on the agenda of the next regularly scheduled Board meeting, and to notify the Unit of the date, time and place of that meeting.

H. Level Four: Upon proper notification as specified in Level Three, the Board shall allow the grievant and his/her Unit representative an opportunity to be heard at the meeting for which the grievance was scheduled and shall also hear statements from the appropriate school administrators concerning the grievance. A disciplined employee can request said hearing before the Board to be held in Closed Session. Either party may include additional representatives who are witnesses to or actual parties to the occurrence which gave rise to the original complaint.

Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future meetings therein or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Unit shall final determination of the grievance be made by the Board more than one (1) month after the initial meeting.

I. Time Limits: The number of days indicated at each level may be waived by mutual consent of the Board representatives and the Unit.

J. All grievance procedures and investigations by the Unit will normally be processed during times which do not interfere with the employees' assigned duties. It is understood and agreed that at any time by mutual agreement such procedures are handled within the normal time of the normal assigned duties and that the employees involved shall suffer no loss of pay.

K. The Unit recognizes the right of each employee to process his/her own grievance to the Board and have the grievance adjusted without intervention of the bargaining representative. The adjustment shall not be inconsistent with the terms of this Agreement and the Unit shall have the right to be present during the processing of the grievance and at the adjustment of the grievance.

L. Back pay adjustments, where applicable, will be limited to the date of the occurrence of the incident which gave rise to the original complaint and to the amount actually lost, with deduction, of all sums earned during the period of discharge if applicable. The Board will have no liability for any special compensation claims except as provided by State or Federal law or the provisions of this Agreement as applicable.

M. The remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure; provided however, that nothing contained herein will deprive the employee of any legal right which he/she presently has, provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceeding for relief under the provisions of this Article.

N. The written grievance shall be on a form prepared and supplied by the Unit, which will provide the following:

1. It shall be signed and dated by the grievant or grievants.

2. It shall contain a synopsis of the facts giving rise to the alleged violation.

3. It shall be specific and indicate the Article, Section or subsections of the Contract alleged to have been violated.

4. It shall contain the date of the alleged violation.

5. It shall specify the relief requested.

O. In the event that the Unit fails to file a specific grievance as specified in the time limits provided herein, the specific grievance shall be deemed to be withdrawn by the Unit. Should the Board fail to respond to or answer a grievance in the specified time limits provided herein, the grievance shall be automatically moved to the next level of the grievance procedure, notwithstanding the right of either party to a grievance to request an extension of the time limits.

P. Any non-probationary driver who is disciplined and who feels that such discipline is unwarranted shall, within five (5) days of the date of the incident, file a grievance at Level Two (2) of the grievance procedure.

ARTICLE 7

Strikes and Lockouts

A. The Unit agrees that during the terms of this Agreement and in negotiations for the renewal of this Contract, neither the Unit, its agents nor its member drivers will authorize, instigate, aid, condone, or engage in a strike, slowdown or any other concerted interference (including but not limited to "blue flu") with the operation of the employer. The Board shall have the right to discipline up to and including discharge, any employee who participates in, or gives leadership to, any activity prohibited in this Section.

B. The Board will not lock out drivers on any pupil attendance day when school is in session, pupils are in attendance, teachers are in the classrooms, and drivers are fulfilling their responsibility as described in Section A of this Article.

ARTICLE 8

Seniority

A. Seniority shall be defined as follows:

1. Regular Drivers - Total years of service with the Board since his/her original hiring date as a bus driver less such time as the driver was not employed as a bus driver by the Board. No seniority time shall be lost by a driver while on an authorized leave of absence or lay-off for lack of work, but subsequent to the signing of this Agreement, drivers who have quit or been discharged may not regain seniority in the event of rehire. Seniority time shall not accumulate on days that a driver is on lay-off, unpaid leave, or disciplinary suspension. Loss of seniority due to suspension shall be reinstated in the event that the suspension is proved to be unfounded, and the driver is reinstated from suspension with full back pay.

    a. Drivers hired into the Unit as regular drivers shall be considered probationary employees for the first forty (40) days of work of their employment. Days when an employee does not drive will not be counted toward reduction of probation.

    b. Upon successful completion of forty (40) days of work, he/she will be entered on the seniority list of the unit and shall rank in seniority from the last date of hire.

    c. For purposes of this Article any portion of a day worked shall count as a full day of work.

d. Employees returning to work at the beginning of a new school year shall have bus and route assignments made at the beginning of the school year according to the order of assignments which were in effect at the end of the previous school year. Route openings caused by employees not returning to work as provided in the provisions herein shall be offered to drivers in order of seniority provided that the driver must have the then present ability to perform the duties and responsibilities of the route to which being assigned with a minimum of training.

2. A route is defined as a daily run made in the morning and afternoon transporting students from home to school and from school to home.

a. When a regular route or assignment becomes available during the school year, notice of the vacancy shall be posted, within five (5) workdays of the vacancy, on the bulletin board in the bus garage for five (5) consecutive workdays. All drivers will have the right to apply for such route assignment and applicants will be considered on the basis of seniority, provided that the route shall be assigned to the most senior driver bidding on the route who has the then present ability to perform the duties and responsibilities of the assignment with a minimum of training.

b. Drivers who bid on and are awarded a new route cannot bid on a new route opening more than once per semester or for a period of four (4) months, whichever is longer. Drivers who are awarded a new route shall be given a ten (10) day trial period during which they can request to return to their previous route. Drivers may not bid on another route during this ten (10) day trial period. If the driver decides to return to their previous position, the vacancy shall not be reposted but shall follow the same selection process from among the remaining bidding employees.

c. Regular drivers shall be given priority consideration for kindergarten runs and other daily runs not considered regular runs. Seniority shall be the major consideration in the selection of drivers for these runs, provided that the drivers selected must have the then present ability to perform the duties and responsibilities of the assignments with a minimum of training.

d. When a voluntary employee is transferred from one assignment to another for the convenience of the Board because of absenteeism or other emergency, the employee transferred shall suffer no loss of pay due to such transfer.

e. When regular substitute drivers are not available or the Transportation Supervisor feels it is in the best interest of the school district to use regular drivers whose route times allow them to be available to perform substitute

duties, an effort will be made by the Transportation Supervisor to contact the available regular drivers in order of seniority.

3. Substitute Bus Drivers - Substitute bus drivers shall be considered for accumulation of seniority under the following conditions:

   a. They have satisfactorily driven for the Board as substitute driver for a period of forty (40) days of work. Any part of a day worked shall be considered a full day. (Substitute drivers may join the Unit upon completion of the forty (40) days of work probationary period.)

   b. Upon satisfactory completion of a probationary period of forty (40) work days, the employee's name shall be entered on the substitute driver seniority list. Substitute drivers shall accumulate seniority on a "days worked" basis, that is, for each day worked the driver shall accumulate one day of seniority. Any part of a day worked shall count as one day.

   c. When a non-probationary driver makes a transition to substitute driver status, other than layoff, their seniority shall be terminated and this driver shall then begin to accumulate seniority as a new substitute driver.

   d. Selection of substitute bus drivers to train for regular driver duties shall be the responsibility of the Board of Education. The Board shall select the most qualified person who has the present ability and skill required to satisfactorily perform the regular driver duties.

      Selection of the most qualified person will be done through an interview process that will include a hiring committee of three people. Two of the members will be selected by the drivers' unit to assist in the evaluation and selection of the new regular driver. The interview process shall be completed no later than two working days after the posting expires. An interview will be at the discretion of the Transportation Supervisor if only one candidate signs the bid for a regular route assignment. The successful applicant shall begin driving the route within five (5) business days of accepting the position. Criteria will be established to ensure that we highly consider our qualified most senior substitute drivers for any regular driver position.

   e. When a substitute driver is selected by board to train as a regular driver there will be a 10 day probationary period to show success in the assignment as determined by the Transportation Supervisor.

f. Substitute drivers who cannot satisfactorily perform the duties of a regular driver during their training period shall be removed from regular driver duties and returned to substitute status, with no loss of seniority as a substitute. Such drivers shall not be considered for subsequent regular driver openings unless the Board deems it appropriate.

4. Any employee's seniority will terminate:

a. If he/she is discharged.

b. If he/she quits.

c. If when notified by registered mail prior to the start of the school year, the employee fails or refuses to advise the employer of his/her intent to return within one (1) calendar week after receipt of such recall notice, or fails to report for work as directed without providing the Board with an acceptable reason for inability to report in advance of the date scheduled to return to work.

d. If he/she makes a transition, other than lay-off, to substitute driver status.

e. Or as otherwise provided by this Agreement.

ARTICLE 9

Trips

1. A roster shall be established for extra bus runs and drivers' names shall be entered on the roster in seniority order at the beginning of the school year.

2. Extra Trips shall be released for bid the week prior to when the trip is scheduled to depart. The trips shall be released for bid no later than Tuesday at 12:00p.m. All other extra trips will be posted as far in advance as possible, normally forty-eight (48) hours in advance of the time that trip is scheduled to depart. In the event the trip is posted less than 48 hours, it will be offered in order of seniority.

3. Drivers are obligated to inform the supervisor of their availability to take the trip as soon as possible. In the event that drivers fail to notify the supervisor of the name(s) of the drivers who will be making the trip, the supervisor shall assign drivers according to the rotation list no later than Thursday at 5:00p.m.

4. The first choice trip for the week will be offered to the most senior driver whose name appears on the roster. In the event that the first eligible driver has accumulated in excess of forty (40) hours in the week which the trip occurs (Sunday 12:01 a.m. begins the pay period) they shall be ineligible to take that trip. The roster will be followed from that point as it has been in the past, with any drivers in excess of 40 hours ineligible to take trips. (By way of illustration, a driver could exceed 40 hours in cases where they have less than 40 hours of work accumulated during a week and a single scheduled trip is of a duration that takes them past the 40-hour limit. After they have accumulated hours in excess of 40 by taking that trip, they shall be ineligible to take subsequent trips that week).

   In the event that none of the regular drivers take the trip, the trip will be offered to substitute drivers who have elected to take extra trips, in order of seniority. If no one volunteers, the employer may assign any probationary employee or the least senior non-probationary employee to drive the extra trip, except in cases of emergency, the Transportation Supervisor or the bus mechanic may drive the extra trip.

   In order to establish regular route routines for the beginning of the school year, it is agreed that regular elementary route drivers will not be offered extra trips during the first two weeks of school if the extra trip would interfere with the driver's regular route. Also, the regular secondary route drivers will not be offered

the extra trips during the first one week of school if the extra trip interferes with the driver's regular route and time.

5. At such time as each driver on the roster has either driven a trip or refused a trip, the next trip offer shall be made to the driver with the most seniority.

   Subsequent trip offers shall be made in that order. After all drivers on the trip roster have been offered one trip, the next trip will be offered to the driver with the most seniority.

6. Drivers shall turn in to the Transportation Supervisor's office their completed trip report at the end of each trip, in no case later than the next workday following the end of the trip.

7. The extra trip notification slips must be printed and available for drivers to view at the time of the release of the trip and will be prepared to show:

   1. Destination of trip.
   2. Purpose of the trip.
   3. Teacher or person in charge.
   4. Estimated duration of the trip.
   5. Date, time and place of departure.
   6. Estimated number of passengers per bus.
   7. A column where the drivers who actually drive the trip may insert their names.

8. Drivers will not receive extra trip pay during any time in which they are receiving regular route pay. That is, they may not be earning regular route pay and extra trip pay at the same time.

9. Any bus driving assignments during the summer months shall be offered annually to drivers based upon seniority, providing the employee has the present ability to perform the duties and responsibilities of the assignment with a minimum of training.

10. A driver who accepts a trip and then refuses to drive it before the trip goes out, two times, shall have their name removed from the roster for thirty (30) days. A driver may opt of an assigned trip, with no recourse, for the following reasons: 1) in the event that the day or times of the trip changes, 2) due to an emergency (health or family) unforeseen by the driver.

11. After trips are assigned, if a driver opts out of the trip or is pulled of the trip, the trip shall be reassigned in order of seniority.

12. After trips as assigned, drivers may trade trips, only if both parties agree and approved by the transportation supervisor. A Trade Trip form must be filled out by both parties (both drivers and supervisor).

13. When a trip changes to "drop only" after the driver has begun the trip, the driver shall be paid for the estimated time of said trip.

14. All extra trips will be paid at the driver's hourly rate.

a. If an extra trip is canceled too late for a driver to take their regular runs, the driver shall receive their regular run pay, but shall not be eligible for a make-up trip.
b. If a trip is canceled and needs to be rescheduled, the driver assigned first to drive the trip shall have the option to drive the trip when it is taken. If the trip is canceled and is not rescheduled, the driver shall be assigned the trip of their choice for the following week. If none are chosen, then the driver shall forfeit their make-up.

ARTICLE 10

Miscellaneous Provisions

A. For the purpose of this Agreement, bargaining unit work is defined as the operation of school buses including the transporting of pupils, administrative and mechanical duties (trip pre and post check procedures) required of State of Michigan certified school bus drivers including checking and cleaning of the buses, preparation of route maps and other documents pertinent to the normal operation of the business.

B. Non-bargaining unit employees of the Board may be required to perform bargaining unit work when due to emergency situations arising out of unforeseen circumstances or in the instruction or training of drivers. Such unit work shall be temporary in nature.

C. At the close of each school year, between June 1 and the last pupil attendance day, a driver wishing to return the following year will notify the Director of Transportation in writing.

D. The reinstatement rights of any driver who enters into active service with any branch of Armed Forces of the United States shall be in accordance with state and/or Federal law.

E. Employees who are part of the bargaining unit and who are promoted to supervisory positions within the Transportation Department are guaranteed the right to return to a bargaining unit position. Upon return the employee will be restored to the contract rights and seniority status which he/she would have had if he/she had stayed in the Unit, providing he/she has been continuously in the employ of the Board.

ARTICLE 11

Leaves of Absence

A. A regular bus driver shall, whenever possible, be granted an unpaid leave of absence for a period not to exceed fifteen (15) days. Such leave shall be requested in writing as far in advance as possible, but not later than twenty (20) days prior to the requested beginning date of the leave except in the event of an emergency. If two or more employees request leaves during the same period, the employee with the most seniority shall be granted such leave. No more than one (1) employee shall be allowed leave at one time under the provisions of this Section. The Board retains the right to grant such leaves based on the availability of sufficient drivers to perform the required work. Leave of absence requests will be answered within seven (7) school days.

B. An employee granted an unpaid leave of absence shall be reinstated to his former position and pay scale upon completion of the leave.

C. A regular bus driver shall be allowed to take an unpaid maternity leave of absence for a period not to exceed a duration of six (6) months upon request from the attending physician. The leave may be extended to a duration of one year at the discretion of the Board, but the employee's return following the extension will be subject to the availability of an opening for which the driver is qualified.

Such employee must apply for reinstatement to active employment within five (5) working days after being released by the attending physician and shall be recalled to work to her former position within ten (10) working days from such application, and returned to the same salary from which she left. Any person filling a regular six (6) month maternity leave position shall enjoy employment rights only for the duration of such leave. Any employee failing to apply for reinstatement within ten (10) days following release from the attending physician shall forfeit any and all rights to return to work.

D. 1. Regular bus drivers who are absent from duty because of personal illness shall be allowed up to ten (10) days paid sick leave per school year with a maximum carry over from year-to-year of 140 days. The number of sick leave days will be prorated when less than one year has been worked. Sick leave taken shall be counted only for actual routes missed.

a. In accordance with the Michigan Earned Sick Time Act, proper notification of illness shall be given as directed by the Board. Proof of the illness signed by a physician may be required as permitted under the Michigan Earned Sick Time Act.

b. In the event of absence of an employee for illness in excess of three (3) consecutive working days, the Board may, at its expense, require an examination by a physician.

c. All unused accumulated sick leave shall be paid upon retirement at the following rates: Effective July 1, 2021 - $25.00 per day

2. Paid sick leave days outlined above shall be afforded regular bus drivers for sickness or accidents which prevents his/her attendance at work, including for illness in the immediate family and for any other purpose as permitted by the Michigan Earned Sick Time Act. For purposes of this section, immediate family shall be defined as spouse, child, parents (in-laws), or any other individual defined as a "family member" under the Michigan Earned Sick Time Act. As noted above, a medical certificate may be required before use of such paid sick leave is authorized.

Paid sick leave may be used for doctor and dental appointments, to be granted at the discretion of the supervisor.

A notice of sick leave accumulation will be given to each driver in September of each year.

3. Regular bus drivers suffering from extended illness or injury may be granted unpaid extended sick leave to a maximum of twelve (12) calendar months when such leave is requested by the attending physician. Such leaves may not be added to other leaves except when it is granted as an unpaid extension of paid sick leave.

a. Upon return from sick leave an employee shall be reinstated with no loss of seniority or route preference.

b. At its discretion, the Board may, at its expense, require an employee to submit a physical or mental examination by an appropriate physician to determine whether involuntary sick leave is warranted.

4. Any leave under the Family and Medical Leave Act may be required to run concurently with corresponding leave provided by this Agreement.

5. Up to three (3) days of accumulated sick leave allowance may be used for a death in the immediate family. The immediate family shall include father, mother, spouse, children, brothers, sisters, grandparent(s), grandchild(ren), mother-in-law, father-in-law, brother-in-law and sister-in-law. Unpaid leave in the same amount will be granted in the event of the death of other in-laws or in the event the employee has used all sick leave. Upon request, an unpaid extension for two (2) days may be added to bereavement leave when the employee must travel more than 200 miles one way to attend the funeral.

6. An employee who is absent because of an injury or illness incurred in this place of employment for which he/she is receiving Worker's Compensation, shall receive from the Board the difference between the Worker's Compensation payment and his/her regular pay to the extent and until such time as such employee shall have used up any so-called "sick leave" provided herein.

7. Three (3) days a year may be approved for personal business leave. Personal business means an activity that requires an employee's presence during working time and is of such nature that it cannot be attended to at a time other than working time. Time used as personal business leave shall be deducted from accumulated sick leave.

A request for personal business leave, including a general reason for the necessity of the leave, must be submitted in writing at least one (1) week in advance. Personal business days shall not be used for recreational or social purposes. In an emergency, a shorter notice may be accepted. Personal business leave will not normally be granted for the day preceding or following holidays or vacations.

The personal leave day may be taken in blocks of one regular trip for each trip regularly driven (a.m., p.m., or Kindergarten) or as a complete day, but shall not include extra trip pay for any extra trips which might have been scheduled for the day on which personal leave is taken.

A driver may choose to use up to five(5) sick days per calendar year for scheduled time off. The driver shall be paid their normal daily rate. Days must be submitted in the employee reporting system and approved by the direct supervisor.

8. The employer agrees to grant unpaid Unit leave not to exceed four (4) days per year. Not more than two (2) employees may be granted Unit leave at one time. The leave may be used for attendance at conventions, workshops, schools and other similar activities related to the representation of the employees covered by this Agreement. A request for Unit leave shall be made in writing not less than two (2) working days prior to the leave.

9. A leave day(s) will not be granted for the day preceding or following holidays or vacations unless approved by the Superintendent in advance, unless the individual is utilizing paid leave for a purpose consistent with the Michigan Earned Sick Time Act.

E. In the event an employee suffers a prolonged illness or disability, which is supported by a statement of need from the attending physician, the employee may be eligible to use sick days donated by members of this bargaining unit as long as the employee may be eligible to use sick days donated by members of this bargaining unit as long as the employee has exhausted al his/her sick days. This illness or disability must be of any emergency nature and the leave must be taken as an uninterruped block of time for each such illness or disability. No employee receiving compensation, by any other means (i.e. workers compensation, long-term disability) shall be eligible. Absences due to illness or disability will be designated as FMLA leave where permitted by law.

Upon the request from an eligible employee, the Superintendent or designee will invite the donation of up to one sick day per school year per member, per incident, of the bargaining unit. In no school year shall the total number of donated days for an individual eligible employee exceed the day per member of the bargaining unit. However, additional days may be invited at the discretion of the Superintendent or designee. Unused donated sick days shall not accumulate. Any day not used shall be returned to employees contributing such days on a random basis determined by the District, which determination may not be grieved.

ARTICLE 12

Layoff and Recall

A. If the employer determines that a reduction in staff is necessary, the following procedure will be followed:

1. The employer will layoff probationary regular bus drivers as it deems required, provided there are regular bus drivers with seniority and the then present ability and skill to satisfactorily perform the duties of laid-off employees, unless their position and/or runs are being eliminated.

2. In the event the Employer determines that layoffs are still necessary, regular bus drivers with seniority shall be laid-off in inverse order of seniority (least senior first), provided there remains senior regular bus drivers with the then present ability and skills to satisfactorily perform the duties of laid-off employees unless the positions and/or runs are being eliminated.

3. Any bumping necessitated by layoffs shall be done on the basis of seniority provided each bump shall be of the least senior driver with equal hours to their daily assignment, or a lesser senior driver with fewer hours to their daily assignment.

4. In the event 20% or more of the driver's regular route is eliminated, the employee shall be allowed to bump as per Article 12 Section A.3. Regular routes shall be defined as those transporting children from home to school and from school to home.

B. There shall normally be, if possible, a notice of layoff of at least fourteen (14) calendar days.

C. Regular bus drivers with seniority shall be recalled by registered mail notice, in inverse order of layoff, provided said persons have the necessary skills to perform the duties required of the open bargaining unit position. It shall be the responsibility of the driver to have his/her most current mailing address on file with the District. Recalled drivers must possess the minimum qualifications for the position to which they are being recalled at the time of recall. The employee shall be deemed to have voluntarily severed his/her employment from the District and forfeits all rights to recall if he/she fails to report to work, respond to the call, or meet the minimum qualifications. The employer's recall obligation as described herein shall expire after the fourteenth (14th) month of layoff.

ARTICLE 13

Wages and Hours

A. See Appendix A for rate of pay for 2024-2025 and 2025-26 contract years.

The job classification and applicable rate of pay as set forth herein Appendix "A" shall remain in full force and effect for the duration of this Agreement.

B. Drivers shall be paid for all hours spent in required attendance at Michigan School Bus Driver Training Courses providing they complete the minimum training requirements. Drivers' rate of pay for training and meetings will be $18/hour with a maximum of 10 hours per year. Additional hours must be preapprovd by the direct supervisor in writing.

From time to time employees will be required to attend meetings of drivers when called by the employer and will be paid $18hour while in attendance at these meetings. Drivers will not be paid for meetings requested or scheduled by employees or by the Unit.

C. For all "Act of God" days allowed by the State Legislature, each regular driver will be paid his/her daily route pay providing the regular driver drove his/her regular route the previous day. Substitute drivers who are filling a long term position (defined as an assignment covering the same route for a minimum of three consecutive days), will also receive the same "Act of God" benefit as regular drivers, providing the substitute drove
D. the route the previous day

All subsequent days lost to inclement weather and/or "Acts of God" will be made up according to the annual school calendar at the end of the school year. Drivers will not be paid for these days that are scheduled but not operated due to "Acts of God". Drivers will be paid for the make-up days.

Time and a half (one and one half times their extra trip rate of pay) will be paid to drivers when they are required to drive on Sunday. Double time will be paid on these Board designated holidays: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

E. Regular drivers who are not required to work on Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Memorial Day shall receive a paid holiday at an amount equal to their regular daily wages.

F. Time and one-half (1-1/2) shall be paid for all hours worked in excess of twelve (12) hours in any one day or forty (40) hours in any one pay week. Time not worked but compensated for (sick days, snow days, etc.) shall not be considered as time worked when computing overtime.

G. On trips that extend overnight, drivers shall be compensated for actual driving time at the extra trip rate. Lodging expenses and meals shall be paid by the Board based upon the actual lodging cost and meals as provided in Section H. A Trip Form will be submitted to the Administration Office and signed by the Transportation Supervisor. Non-driving time, (less ten hours for personal and sleep time), expended on overnight trips shall be compensated at the current minimum wage rate.

H. When an away trip extends over the normal breakfast (any time worked prior to 11:00 a.m.), lunch (any time worked between 11:00 a.m. and 4:00 p.m.) or dinner (any time worked after 4:00 p.m.), a meal stipend will be provided to the driver. The meal stipend will not exceed $10.00 for breakfast, $12.00 for lunch and $15.00 for dinner. A Trip Form will be submitted to the Administration Office and signed by the Transportation Supervisor.

I. The driver will pay for the first CDL license he/she acquires as a bus driver at Otsego Public Schools. The school shall reimburse the cost of the CDL license after the first license so long as the employee is a driver at Otsego Public Schools. A regular driver will be reimbursed for the difference between the cost of renewing his/her CDL, and renewing his/her Michigan Drivers' License upon submission of a completed reimbursement form.

ARTICLE 14

Safety and Health

A. As a condition of employment, all employees must satisfactorily pass a pre-employment physical examination in accordance with Section 53 of the Pupil Transportation Act of 1990. Thereafter employees shall be required to satisfactorily pass a physical examination on an annual basis. The aforementioned examination shall be at the expense of the Board and by a physician designated by the Board if they have completed their probationary period. In case of probationary employees, they shall bear the expense and shall be reimbursed upon satisfactory completion of their probationary period and upon presentation of paid receipts.

B. The employee must immediately advise the Board of any injury sustained by a student, him/herself, or any other person when the vehicle entrusted to him/her is involved. Damage to vehicles must also be reported as it is incurred. Employees shall be required to fill out report forms made available by the employer.

C. All employees shall observe all reasonable safety rules and shall use such safety devices or equipment as provided by the employer. The employer shall provide a paid inservice class for all employees once a year, to be arranged by the Transportation Supervisor.

D. 1. The board of Education of Otsego Public Schools is the sole policy holder for all insurance programs. For the 2024-25 and the 2025-26 contract years, the board will assume any fees and taxes associated with health insurance.

For new hires after July 1, 2024, regular drivers routinely working 30 or more hours per week electing medical insurance will pay 11% of the single subscriber premium via bi-weekly payroll deduction September through May. The board's annual contribution will not exceed the annual single subscriber hard cap during any medical benefit plan coverage year (September 1 to August 31). The Board will pay 90% of the HSA deductible for a single subscriber. Any excess cost over the annual limitation shall be paid by the employee via payroll deduction. Additional coverage for dependents may be purchased by the employee funding 100% of the additional cost above the single subscriber premium.

2. The Board shall provide group vision insurance through the EyeMed Plan or VSP through Ameritas, with no district reimbursement, for regular employees.

If a vision plan is not provided to employees, the Board will reimburse all regular drivers the cost of eye exams and glasses or contacts up to a maximum of $200.00 per calendar year.

3. For those regular drivers not participating in the health insurance program described above, the Board shall contribute an amount not to exceed $5/month per regular driver toward $25,000 Group Term Life Insurance. The above coverage is subject to acceptability by the carrier.

ARTICLE 15

Jury Duty

A regular driver who is called for jury duty or to give testimony before any legal, judicial or administrative tribunal and providing that it will not apply to any cause in which the employee is the party to the action shall be compensated for the difference between their normal salary and that which they received for performance of such duty, less reimbursed expenses and travel allowance.

ARTICLE 16

Termination

If an emergency manager is appointed by the State under PA 4 of 2011 (Fiscal Accountability Act), the emergency manager may reject, modify, or terminate the Collective Bargaining Agreement in accordance with law. This cause is included in this Agreement because it is legally required by State law and not as a result by agreement of the parties.

This Agreement shall become effective July 1, 2026, and remain in full force and effect until the 30th day of June, 2028, and from year-to-year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement on this 24th day of June, 2026.

Otsego Bus Drivers

Unit President

Unit Steward

Unit Secretary

Ratified:

OTSEGO BOARD OF EDUCATION

Board President

Board Secretary

Ratified:

APPENDIX A

Wages for Bus Drivers

Wages for regular daily routes will be established on an hourly basis as follows:

24/25					
Prob/Sub	0-5	6-10	11-15	16-20	21+
$21.22	$22.53	$23.20	$23.90	$24.61	$25.35

25/26					
Prob/Sub	0-5	6-10	11-15	16-20	21+
$21.86	$23.21	$23.90	$24.62	$25.35	$26.11

26/27					
Prob/Sub	0-5	6-10	11-15	16-20	21+
$22.52	$23.91	$24.62	$25.36	$26.11	$26.89

Two year contract with language for wage increase base on:

Second Year Salary Increases-Tied to Audited Previous Year Fund Balance

Above 17%: 3% on salary schedule

Between 14% - 16.9%: 2% on salary schedule

Below 13.9%: 1% on salary schedule

Longevity - Longevity payments will be paid on the first pay of the new fiscal year.

1-5 years	$475.00
6-10 years	$625.00
11-16 years	$775.00
17+	$1025.00

A minimum of one hour's pay will be allowed for each daily route, extra trips and extra runs plus time added for gassing, cleaning, etc.

A. The Board will pay the required State contribution for the retirement program.

B. Transporting students for classes outside the District on a regular daily basis will be paid at the driver's regular hourly rate of pay.

C. Drivers of daily routes will have ten (10) minutes added to their route time for each regular run, with a maximum of twenty (20) minutes per day for the purpose of gassing, cleaning, and servicing their buses.

D.

Otsego Public Schools participates with the Automatic Clearing House (ACH) for direct deposit of paychecks. Employees wishing to have any or all of their paycheck directly deposited in their check/savings account or to pay loans at any banking institution must complete the necessary paperwork in the Business Office.