EDWARDSBURG
PUBLIC SCHOOLS

EDWARDSBURG TRANSPORTATION PERSONNEL ASSOCIATION AGREEMENT

SMEA / MEA / NEA

2026-2028

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ARTICLE 1
AGREEMENT

This Agreement entered into this day of, by and between the Edwardsburg Transportation Personnel Association-SMEA/MEA/NEA, hereinafter called the "Union" and Board of Education of the Edwardsburg Public Schools, hereinafter called the "Employer". In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2
PURPOSE

2.1 **Agreement.** This Agreement is negotiated pursuant to the Public Employment Relations Act, MCL 423.201, *et seq.*, as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined. Any previously established practice, policy, rule or regulation which is in conflict with an expressed provision of this Agreement shall be superseded and replaced by this Agreement.

2.2 **Dispute Resolution.** The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members, and the Union, and most importantly, the continuity and quality of the education provided to the students of the Edwardsburg Public Schools. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to the proper interpretation and implementation of this Agreement and, accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

ARTICLE 3
RECOGNITION

3.1 **Bargaining Unit Defined.** The Employer hereby recognizes the Edwardsburg Transportation Personnel Association-SMEA/MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201, *et seq.*; MSA 17.455(1) *et seq.*, (PERA), for all full-time and regular part-time bus drivers employed by the Employer. Excluded are supervisory employees, substitutes, and all other employees.

3.2 **Employees.** Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

A. **Full-Time Employee:** A bargaining unit member employed as a bus driver whose regular daily assignment, not including extra trips or extra runs, consists of at least two (2) regularly scheduled runs per day.

B. **Regular Part-Time Employee:** A bargaining unit member who is employed less than full-time and who is regularly assigned to a bargaining unit position on a non-substitute basis.

C. **Probationary:** A full-time or regular part-time bargaining unit member during his/her initial ninety (90) work days of employment, provided the bargaining unit member, at hire, has successfully completed at least one full school year as a regular bus driver with any Michigan Public School District. If the bargaining unit member, at hire, has not successfully completed at least one full school year as a regular bus driver in any Michigan Public School District, then the bargaining unit member is probationary during his/her initial one hundred eighty (180) work days of employment. Days worked as a substitute do not count towards this probation period.

D. **Substitute:** A non-bargaining unit member who is employed to fill a bargaining unit position on a per diem basis while the regular bargaining unit member is absent or while the Employer is taking steps to fill the bargaining unit position with a bargaining unit member.

E. **School-Year Employee:** A bargaining unit member employed to work the full school year and whose employment follows the school calendar.

F. **Full-Year Employee:** A bargaining unit member who is employed to work on a twelve (12) month basis.

3.3 **Employer.** The term "Employer," "Board," or "District" shall refer to the Edwardsburg Public Schools, its Board of Education and administrative and supervisory employees.

ARTICLE 4
EXTENT OF AGREEMENT

4.1 **Severability.** Should any provision of this Agreement be found contrary to law it shall be deemed void, upon demand by either the Union or the Employer it shall be renegotiated. The initial meeting for renegotiations shall be held no later than thirty (30) calendar days from the demand to renegotiate. However, the balance of the agreement shall remain in effect for the duration of the Agreement.

4.2 **Amendments.** This Agreement constitutes the entire agreement between the parties and may be amended only through a written amendment signed by both parties. If a formerly illegal subject is deemed legal by a final unappealed decision of a court of competent jurisdiction, the Parties agree to meet and bargain over the mandatory subject.

4.3 **Individual Agreements.** Any individual contracts between the employer and individual bargaining unit members are void and superseded and replaced by the terms of this Agreement.

ARTICLE 5
UNION RIGHTS

5.1 **Information.** In response to reasonable requests, the Parties agree to furnish to the Union or Employer existing information needed by the Union or Employer to prepare for grievances and negotiations, as allowed by PERA. This provision shall not be construed to require the Employer to create a document or compile and/or summarize information.

5.2 **Use of Facilities.** The Union and its representatives shall have the right to conduct Union business on the Employer's property at times which do not interfere with or interrupt normal operations or the employees' duty time. Use shall be requested in accordance with the Employer's policies and guidelines. The Union shall pay any association costs. Such use shall not violate the Campaign Finance Act.

5.3 **Posting.** The union shall have the right to post notices of activities and matters of Union concern at designated bulletin boards in each building or facility to which employees may be assigned. This includes the use of driver mailboxes in the bus garage. Such use shall not violate the Campaign Finance Act.

5.4 **Union Leave.** The Union shall have five (5) days annually at the Union's expense. Except for good cause, the Union shall access this time by written notice to the Employer by the Union President at least five (5) work days prior to the date the leave will be taken. One (1) employee will be approved to be absent on a given date for Union leave. Upon timely request that a second employee also be allowed to be absent on the same date, a second employee will be approved to be absent provided a substitute is available. The Union Leave will be used to benefit all members.

5.5 **Special Conferences.** Special conferences for important matters of mutual concern may be arranged at the request of either party.

ARTICLE 6
EMPLOYER RIGHTS

6.1 **Rights and Powers.** Nothing contained herein shall be considered to deny or restrict the Board of its rights and authority under the Revised School Code or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.

Such rights shall include, by way of illustration and not by way of limitation, the right to:

A. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.

B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.

C. Determine, establish and change bus routes.

D. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the workforce, and to lay off employees, but not in conflict with the provisions of this Agreement.

E. Require medical certification of fitness.

F. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement.

G. To utilize volunteers, to utilize non-bargaining unit employees to transport students in vehicles other than buses, to contract for transportation of special education students and to contract for transportation of students for overnight trips and trips involving significant distances.

H. To the executive management and administrative control of the school system, and its properties, and facilities.

I. To adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.

J. To determine job content.

K. To provide comp time in lieu of overtime pay with the agreement of the affected employee.

6.2 **Limits on Rights.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 this Agreement.

6.3 **Accommodation of Disabilities.** Notwithstanding any provision of this Agreement, the Employer shall be entitled to take any steps deemed necessary by the Employer in order to accommodate an employee's disability and comply with state and federal laws prohibiting discrimination on the basis of disability, such as the Americans with Disabilities Act (ADA).

ARTICLE 7
BARGAINING UNIT MEMBER RIGHTS & PROTECTIONS

7.1 **Non-discrimination.** The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their place of residence. However, it is recognized that in the event the Employer in the exercise of its management rights and discretion permits employees to take vehicles owned by the Employer to the employee's place of residence, the Employer may discriminate on the basis of the location of the residence.

The parties agree that neither they, nor any of their agents, shall discriminate against any Employee on the basis of race, creed, color, national origin, gender, marital status, handicap, political activities, genetics or membership/lack thereof or participation/lack of participation in the activities of the Association or any other employee organizations.

Membership in the Association shall not be required as a condition of employment of any Employee with the District.

7.2 **Discipline and Discharge.** No bargaining unit member shall be disciplined without just cause. The term "discipline" means warnings, reprimands, disciplinary suspensions, discharges, and reduction in rank or compensation for disciplinary purposes. This section shall not apply to discharge of probationary bargaining unit members, investigatory suspensions with pay and disputes regarding performance evaluation content. In the event disciplinary action is in written form, the specific grounds for the disciplinary action will be presented in writing to the bargaining unit member at the time discipline is imposed.

7.3 **Response to Discipline.** Any bargaining unit member who wishes to take exception to a written disciplinary action may respond in writing and shall present a copy of the written response to his/her supervisor, as allowed by the Bullard-Plawecki Employee Right to Know Act. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. Unless written disciplinary action is the subject of a timely grievance, the failure of a bargaining unit member to respond in writing within ten (10) working days of receipt of written disciplinary action shall be construed to mean that the bargaining unit member agrees with and accepts the discipline. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure.

7.4 **Representation.** Upon the request of a bargaining unit member, he/she shall be entitled to have present, a representative of the Union during any investigatory meeting or interview which will or may lead to disciplinary action by the Employer.

7.5 **Cause for Dismissal.** Cause which shall be deemed sufficient for dismissal include, but are not limited to, the following:

A. Theft from the Employer, students, or fellow employees.

B. Commitment or conviction of any criminal act which impacts the employee's ability to function effectively as an employee of the employer.

C. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicants of any kind in any degree whatsoever or conviction of a driving offense related to alcohol while on or off duty. (The term intoxicants shall include controlled substances).

D. Accumulation of more than six (6) points.

E. Malicious destruction of Employer property.

F. Injurious or dangerous pranks.

G. Insubordination.

H. Disregard of safety rules.

I. Other major offenses.

Note: Employees must be aware of, and comply with, the notice requirements of Section 1230d of the Revised School Code. Details and requirements may be found on the Department of Education website.

7.6 **Personnel Files.** An employee will have the right to review the content of his/her personnel files with the exception of documents the Employer may refuse to disclose under law, and to have a Union representative accompany him/her in such review. If a complaint regarding the employee is placed in the file, the complaint shall first be called to the employee's attention. In accordance with law, an employee may submit a written reply to any document in his/her personnel file.

7.7 The Employer acknowledges the concept of progressive discipline. The Union acknowledges that discipline need not be progressive in nature so long as the punishment is appropriate for the offense.

7.8 Verbal reprimands shall not be considered in the assessment of discipline if issued more than four (4) years previous and the misconduct has not reoccurred since.

ARTICLE 8
GRIEVANCE PROCEDURE

8.1 **Definition.** A claim by an employee or the Union that there has been a violation of the express terms of this Agreement may be processed as a grievance as hereinafter provided.

8.2 **General Procedures.**

A. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

B. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder with regard to an action or event occurring prior to said expiration may be processed through the grievance procedure until resolution. No actions or events occurring after expiration of this Agreement may be the basis of a grievance under this Article or this Agreement.

C. Written grievances shall comply with the following requirements at all levels of the grievance procedure.

1. It shall be signed by the individual employee grievant (or grievants) and the authorized Union representative.

2. It shall be specific.

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

4. It shall specifically cite all sections or subsections of this contract alleged to have been violated.

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

6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations for filing appeals set forth herein.

D. All time limits described in this Article shall be computed in terms of "work days" which shall be defined for purposes of this article as days when the employee is scheduled to work except during the summer months between academic years the term "work day" shall be defined as days when the school district central administrative office is open and regularly scheduled for business.

E. The cost of any arbitration fees of the arbitrator and AAA shall be shared equally. Arbitrations shall be governed, and held in accordance with, Michigan's Uniform Arbitration Act.

8.3 **Hearing Levels.**

A. **Level 1:** In the event that an employee or the Union is affected by any action or decision of either administration or the Board and believes the action or decision constitutes the basis for a grievance, he/she shall first discuss the alleged grievance with the transportation director, either personally or accompanied by his Union representative. The employee or the Union must request such a discussion within five (5) days of the time the alleged violation first occurred or within five (5) days of the time the employee or Union should reasonably have known of the ostensible violation. The transportation director shall schedule the meeting within five (5) days of the request. The transportation supervisor shall issue his/her disposition within five (5) days following the meeting.

B. **Level 2:** If, after the response of the transportation director either the employee or the Union is unsatisfied with the disposition of the grievance at Level 1, they may invoke the formal grievance procedure by filing a formal written grievance on a grievance form signed by the grievant and/or an authorized representative of the Union, which form shall be available to employees from the Union representative. The grievance form shall be filed with the administrative assistant not later than five (5) days after the Level 1 disposition.

Within five (5) days of receipt of the grievance, the administrative assistant shall meet with the Union and the employee in an effort to resolve the grievance. The administrative assistant shall issue his disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Union.

C. **Level 3:** If either the employee or the Union are not satisfied with the Level 2 disposition of the grievance and if either authorize in writing an appeal of the

grievance disposition, or if no disposition has been made within five (5) days of such meeting (or ten (10) days from the date of Level 2 filing, whichever shall be later), the grievance may be filed by the employee and/or the Union with the Superintendent or his designee within five (5) days of receipt of the Level 2 disposition.

Within ten (10) days of receipt of the duly authorized appeal to Level 3, the Superintendent or his designee shall meet with the Union and the employee on the grievance and shall issue his disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof to the Union.

D. **Level 4:** If either the employee or the Union is not satisfied with the Level 3 disposition of the grievance by the Superintendent or his designee and if either authorized in writing an appeal to the grievance disposition, or if no disposition has been made within ten (10) days of such meeting (or twenty (20) days from the date of the Level 3 filing, whichever shall be later), the grievance may be filed by either the employee and/or the Union with the Board by filing a written copy thereof with the Secretary or other designee of the Board within five (5) days of receipt of the Level 3 disposition or, if no disposition was made, within five (5) days of the date the disposition was due. The Board, no later than its next regular meeting, or three calendar weeks, whichever shall be later, shall meet with the Union on the grievance. Disposition of the grievance in writing by the Board shall be made no later than ten (10) days thereafter. The Board shall have the right to refer the grievance to a Board Committee for disposition. A copy of such disposition shall be furnished to the Union.

E. **Level 5:** If the Union is not satisfied with the Board's disposition of the grievance at Level 4, or if the Board does not render a disposition, it may appeal to arbitration by filing a demand for arbitration with the American Arbitration Association (AAA) within ten (10) days of the Level 4 disposition or the date the Level 4 disposition was due. The arbitration shall be conducted in accordance with AAA rules and procedures. Only the Union, not an individual employee, may process a grievance to arbitration.

8.4 **Exclusions From the Grievance Procedure.** The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

A. The discipline or termination of the employment of a probationary employee.

B. Any matter for which there is recourse under the state or federal law.

8.5 **Limitations Upon the Powers of the Arbitrator.** The powers of the arbitrator are subject to the following limitations:

A. The arbitrator shall not allow either party to raise a new defense or ground which was not previously raised or disclosed, except as allowed under the Public Employment Relations Act.

B. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

C. The arbitrator shall have no power to decide any question which 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 this agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this agreement.

D. The arbitrator shall have no power to interpret state or federal law, except as may be necessary to determine whether a dispute is arbitral.

E. The arbitrator shall have no power to award interest or punitive damages.

F. The arbitrator shall not have power to consider more than one grievance, except upon express written mutual consent of the Board and Union.

G. The arbitrator shall have no power to consider a grievance concerning the content of an employee's evaluation.

ARTICLE 9
SCHOOL CLOSURE/DISMISSAL

9.1 **School Closing.** In the event schools are closed due to inclement weather or other acts of God, and bus drivers are instructed by their immediate supervisor not to report to work, drivers shall be paid for the hours they normally would have worked, not to exceed six (6) days per school year.

This provision is intended to align with the State of Michigan's automatic forgiveness of up to six (6) closure days and to ensure employees are not penalized for missed workdays outside of their control. If additional days are used beyond the six (6), Drivers may use sick or personal days on those days.If the District receives an approved State waiver for additional forgiven closure days, any personal or sick days used by a driver for those waived days shall be restored.

If closure days beyond the six (6) automatically forgiven days are not waived and are instead made up at the end of the school year, drivers who were scheduled to work on the original closure days shall work the corresponding make-up days to complete their contract obligation.

If a closure occurs on a day the driver was not scheduled to work, the driver shall not receive pay or leave restoration for that day.

ARTICLE 10
SUBCONTRACTING

10.1 **Right to Subcontract.** The Employer shall have the right to subcontract bargaining unit work without prior negotiation with the union.

ARTICLE 11
NEGOTIATIONS PROCEDURE

11.1 **Contract Maintenance.** Representatives of the Employer and Union will meet periodically at mutually agreed upon times for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

11.2 **Agreement.** There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) by the Union. The agreed upon CBA will be posted on the Edwardsburg Public Schools website.

11.3 **Negotiations Release Time.** Negotiations shall be conducted at such times that are mutually agreed upon by the Employer and Union. The Employer shall have the right to refuse to conduct negotiations during regular work hours. When negotiations are conducted during regular work hours, released time shall be provided for the Union's representatives, provided that the Employer and Union can agree upon the number of Union representatives.

ARTICLE 12
WORK ASSIGNMENTS

12.1 **Work Year.** The work year for all bus drivers shall consist of the academic year, excluding vacation periods when students are not in attendance. The work year may be extended for drivers who are employed for summer school runs.

12.2 **Assignment of Runs.** The Employer shall conduct a run selection meeting prior to the beginning of the school year. Bus drivers shall be provided with advance notice of the time and location of the meeting. At the run selection meeting, all known runs for the semester shall be posted and the posted information shall include the run time as determined by the Employer. Vocational and special education runs shall be posted as separate runs, unless the Employer determines it can be combined with a regular run. Bus drivers shall select their runs at the run selection meeting on the basis of their seniority as bus drivers.

12.3 **Assignment of Summer Runs.** All runs available during the summer (except year long runs) shall be posted and awarded to the most senior driver applicant. Summer runs, including athletic trips prior to the start of school, shall be posted in the driver lounge every Monday morning at least one week in advance of the run, unless the District receives less than a week's notice. Bus drivers must indicate their interest in the run to the Transportation Supervisor within two days of the posting. The senior qualified applicant will be notified by the District that they have been assigned the run.

12.4 **Assignment of Runs During School Year.** Should any run become available during the school year, it shall be posted and awarded to the most senior driver applicant. However, it is understood that after a driver selects runs at the run selection meeting referred to in Section 12.2, the driver will not be permitted to transfer to runs which will become available under this provision more than once each semester. Further in the event a run becomes available and is posted, and existing runs are vacated as a result of an existing driver bidding upon and being transferred to the run, the Employer shall not be obligated to post more than two (2)

vacated runs or allow more than two (2) drivers to transfer through bidding on vacated runs. Except, that the bidding procedure would continue if a probationary employee would capture more hours than a seniority employee. Vacated runs by the same driver will be posted and awarded as a package only.

12.5 **Maximum Hours.** A driver shall be allowed to accumulate as many hours per day, not to exceed 40 hours per week unless the Transportation Director approves overtime or compensation time. The maximum overtime hours will be established at the inservice meeting.

12.6 **Run Time.** The employer shall determine the length of time for each run. Each regular route shall be allowed a maximum number of hours per day. This will include credit for cleaning and fueling the bus and providing a safety check on the bus. Any driver who completes a run, including prep time, with more than ten (10) minutes remaining on their run time shall report to the transportation supervisor for assignment of additional duties.

12.7 **Adjustments in Run Time.** An adjustment in run time for a run may be requested by the bus driver by submitting an adjustment request to the Transportation Director after the second Friday after Labor Day and no later than the fourth Friday after Labor Day. In making the determination whether an adjustment in run time is appropriate, the transportation director or his/her designee will either ride with the driver or drive the run one or more times stopping at all stops. The determination of the transportation director will be made within ten (10) work days of the submission of the request. Any adjustment in run time will result in a pay adjustment retroactive to the beginning of the school year. If a new route is established or an existing route is changed, an adjustment in run time may be requested within three (3) weeks of the change or start of the new route. Adjustments in run time will result in a pay adjustment retroactive to the date of the change or start of the new route. The transportation director's determination regarding an adjustment in run time will be final and not subject to the grievance procedure. The transportation director may adjust run time at his/her discretion at any time during the school year should the transportation director deem that a run has changed or run time decreased. Those whose time is adjusted downward will be assigned alternate duties by the transportation supervisor.

12.8 **Pay for Additional Run Time.** If a driver is detained while on his/her route in excess of fifteen (15) minutes beyond the established run time due to problems other than driver error, the driver shall be paid the additional time at his/her regular rate of pay.

Drivers will be paid one hundred dollars ($100) in the last pay of the school year for time spent doing maps, seating charts and discipline slips (prorated if less than a full year).

12.9 **Minimum Call-In Pay.** There will be a minimum one hour call-in time paid for any driver called to work prior to cancellation. This shall not apply when the driver's residence is called at least thirty (30) minutes prior to the starting time of his/her initial run.

12.10 **Substitute Runs.** If a driver is asked to substitute on a route instead of driving his/her regular route or assigned trip, the driver's pay shall be based upon his/her regular route or assigned trip if it is more than the substitute route. If the driver of a mid-day run is absent, it will first be offered to the employee who is the back-up driver for that run. If the back-up driver refuses, is not available, or is not home when the Employer attempts to contact him/her

by telephone, the mid-day run may then be offered to a substitute. Further, the Employer shall have the right to first offer a mid-day run to a substitute if the Employer has notice of the absence less than one (1) hour and fifteen (15) minutes prior to the start of the run. If a substitute is needed for a P.M. run, it shall be offered to a driver who is available because he/she is not scheduled for a P.M. run before it is offered to a substitute, unless: (1) the P.M. run conflicts with the driver's other run(s); (2) the driver would receive overtime that week if he/she receives the run or (3) the Employer has notice of the absence less than one (1) hour and fifteen (15) minutes prior to the start of the run. For purposes of this section, kindergarten runs and Math/Science noon runs are the mid-day runs.

12.11 **Precedence of Regularly Scheduled Runs.** Regularly scheduled runs shall take precedence over all special or extra runs. Drivers on regularly scheduled runs shall not be eligible to take more than one (1) special or extra run per week, including field trips, athletic trips and spectator trips, during the time of the regularly scheduled run, unless the employer approves.

12.12 **Preparation of Buses.** Bus drivers are responsible for performing the safety checklist. They are also responsible for fueling and sweeping the interior of the bus(es) to which they are regularly assigned, for which a twenty minute allowance shall be provided for each single or double run assigned at the driver's regular hourly rate.

12.13 **Field Trips.** All field trips shall be posted one (1) week in advance, or as known. The projected length of the trip will also be posted. All drivers who are interested in bidding on extra trips are to meet in the lounge area at the regularly scheduled time designated by the Employer. Except during the first week of school, when the District may use substitute drivers for non-regularly scheduled trips, assignments will then be made for the following week's extra trips. If the District uses a substitute during the first week of school, and the driver's regularly scheduled route ends before the completion of the field trip, the driver will be allowed to complete the field trip run if within thirty (30) miles. Only drivers in attendance will be eligible for consideration. The only exceptions to this rule would be for a driver on assignment at this time or a driver who is on a pre approved absence. If a driver is on a field trip and wishes to be considered for the following week's extra trip assignments, he/she is to convey his/her desires to the transportation director or the transportation secretary in writing.

Trips will be awarded by seniority on a rotating basis to those drivers in attendance and those drivers who are not in attendance but are eligible for consideration because they are on assignment at this time or on a pre-approved absence. A driver who would exceed forty (40) hours that week may be by-passed, where assignment of the trip to another driver or a substitute will not involve payment of overtime rates for the trip. The earliest return time posted shall be used to determine the driver's bid hours for the week.

In the event a request for a trip is turned in after the meeting and is scheduled to be taken before the next scheduled meeting, the same procedure will be followed (except when a request is made less than twelve (12) hours before the trip is scheduled to depart, in which event the director can make any arrangement to cover the trip). Drivers will be offered the trip on the basis of the seniority list of those present or eligible for consideration at the last regularly scheduled meeting. The rotation shall start at the position where it previously ended. If a driver takes this additional trip, the * will be moved to this driver's name. If no

driver takes the additional trip, the * will not move. Short trips may be consolidated and considered one trip as long as the times do not conflict.

If a trip is canceled and then rescheduled, the original driver shall have the option to take the trip before it is placed on the bid board unless overtime is involved.

If no driver willingly accepts a field trip, and if there is no substitute driver available for such a trip, then the least senior driver who has indicated a desire to take field trips shall be required to take the field trip unless that would result in hardship. In the event of hardship, the next least senior driver who has indicated a desire to take field trips may be required to take that trip. When a driver bids on field trips, the driver is expected to take it unless an emergency arises. After a driver has been assigned to take the trip, the Employer may assign a substitute driver if the assigned driver must cancel and less than twenty-four (24) hours notice is given to the Employer, in which case the star (*) would not move.

Due to unforeseen circumstances it may be necessary for the Transportation Director to approve overtime at his/her discretion.

12.14 **Athletic Trips and Spectator Trips.** Athletic trips and spectator trips are to be posted at the beginning of each sport season. Drivers interested in any of these assignments are to express their interest in writing, indicating their preference in order of their choice. Except during the first week of school, when the District may use substitute drivers for non-regularly scheduled trips, assignments will be made according to seniority. If the District uses a substitute during the first week of school, and the driver's regularly scheduled route ends before the completion of the trip, the driver will be allowed to complete the trip if within thirty (30) miles. Substitutes for these trips will be assigned according to seniority of those that signed the bid sheet. When two trips are scheduled for the same day (for the same sport) the driver with the most seniority will choose the trip that they want to take. The other trip or trips will be posted separately to bid according to preference. Assignments will be made according to seniority. In the event no driver expresses interest in these trips, the employer shall have the right to assign these trips by inverse seniority or assigned to a substitute.

In the event a request for a trip is turned in after assignments have been made, and the assigned team driver is unable to take the trip, the same procedure will be followed (except when a request is made less than twelve (12) hours before the trip is scheduled to depart, in which event the director will make arrangements to cover the trip.)

When a driver bids on athletic trips, spectator trips and extra trips, the driver is expected to take it unless an emergency arises. After a driver has been assigned to take the trip, the Employer may assign a substitute driver if the assigned driver must cancel and less than twelve (12) hours' notice is given to the Employer. If the Employer cancels a trip with less than twelve (12) hours' notice, the driver shall be paid the minimum call-in pay listed in Section 12.9.

Due to unforeseen circumstances it may be necessary for the transportation director to approve overtime at his/her discretion.

12.15 **Chaperones, Coaches or Teachers to Ride Bus.** Chaperones, coaches or teachers shall ride on the bus carrying the students to a function.

12.16 **Overtime.** When there is a need for overtime which is not addressed in sections 12.13 or 12.14, it will be posted separately and awarded to employees on the basis of seniority and on a rotating basis. However, if the Employer has less than twelve (12) hours advance notice, it shall be offered to up to five (5) employees on the basis of seniority on a continuing rotating basis on the same list after which the transportation director can make any arrangements.

12.17 **Route Minimum**. A five (5) hour route minimum is set for all home to school routes.

12.18 **Transportation & Maintenance/Custodial Full Time Positions**. The employer shall offer, at their discretion, a limited number of full-time 12 month positions for school bus drivers. Drivers shall work either mid-day or evening in the maintenance/custodial department for a total number of hours, combined with their transportation bid hours, to meet and not exceed 40 hours. Drivers shall contribute a minimum of two (2) hours per instructional day to the maintenance/custodial department. During breaks from school and times that do not conflict with Transportation hours, drivers shall fulfill their full-time hours in the maintenance/custodial department. Overtime shall be handled based on need and per contract. Maintenance/Custodians will be provided an opportunity to become licensed school bus drivers with opportunities to work both during the school year and breaks from school. Both parties will remain within their home union or work group. Discipline will be addressed within the union or work group the job originated from.

Full-time transportation positions will be afforded single affordable health care insurance coverage. Policy will be at the superintendent's discretion. The hourly rate for school bus drivers performing work in the maintenance/custodial department will begin at the one-year Class II rate under the current contract and will increase thereafter in accordance with the applicable wage schedule and step progression. Drivers will be making a commitment to perform regularly scheduled work in the maintenance/custodial department. A driver cannot call off from maintenance/custodial in order to take a transportation trip unless mutually agreed upon by supervisors from both departments. Maintenance/Custodial employees performing work in the transportation department will be compensated according to the current substitute rate determined by the school board.

A probationary period of thirty (30) work days will apply to anyone entering into a cross over position. During this time the employee must demonstrate their ability to successfully perform the demands and requirements of the job. If unable to do so, the employee shall relinquish the position along with any associated benefits. The opening shall then be reposted and awarded by seniority. Days missed for illness will not count towards the thirty (30) work days. Vacation time will be awarded per the Maintenance/Custodial Contract and must be taken during those days when students are not present nor conflicts with the Transportation schedule. The work requirements of various positions may restrict the times when vacations may be taken. In the event that school is closed due to inclement weather, it is your responsibility to immediately speak with the Maintenance Supervisor to determine the time you should report to work.

All paid days off per contract shall be paid according to regular hours worked, not to exceed eight (8) hours per day. Full time school bus drivers will earn one (1) Personal Illness Family Care day per month worked, not to exceed twelve (12) days per year. At inception of full time employment, any existing personal illness days shall be prorated

based on current bid hours to equal eight (8) hour days. If the full time position is relinquished, any existing personal days shall be prorated back to equal hours that would have normally been earned while working solely in the transportation department.

On school half-days other than holidays, crossover staff can but are not required to report to their maintenance/custodial positions.

ARTICLE 13
GENERAL WORKING CONDITIONS

13.1 **Compensation and Fringe Benefits.** The basic compensation schedules for employees covered by this Agreement and provisions for fringe benefits shall be set forth in the schedule(s) attached to and incorporated into this Agreement.

13.2 **Employee Retirement.** The Board will pay the employee retirement contribution required to be paid by the Board under the Michigan Public School Employees Retirement Act.

13.3 **Instruction on Equipment.** Where the nature of equipment is such that an employee needs instruction in order to be able to properly operate the equipment, such instruction will be provided by the Employer. A bus shall not be considered as equipment within the meaning of this section.

13.4 **Student Discipline.** It is recognized that it is the employer's right to determine the discipline of students. Upon request, the employee will be advised of the outcome of a disciplinary referral made by the employee.

13.5 **Medication.** No bus driver shall be required to dispense or administer medication, perform diapering or perform medically related procedures, except in an emergency.

ARTICLE 14
CONDITIONS OF EMPLOYMENT

14.1 **Licensing/Training.**

A. It is the responsibility of each employee to become qualified and maintain their qualification. One Department of Transportation Physical per calendar year and skill testing shall be provided by the Board. If an employee chooses to utilize their PCP or another provider of their choosing for the physical, the employee may seek reimbursement by the district up to but not exceeding the district's approved negotiated rate with the district's approved provider. All employees are to attend monthly safety and in-service meetings as arranged in advance. An employee who does not attend said meeting shall complete a training session selected by the Transportation Director to include review of the content of the missed meeting. This training session shall be rescheduled by the employee and coordinated with the employer within three (3) days of returning to work . Length of training session shall not exceed the duration of the scheduled meeting employee did not attend. An employee who did not attend scheduled meetings or complete scheduled training sessions may be subject to discipline.

B. Drug, alcohol, or substance abuse testing as required by the Board is mandatory, and not subject to the grievance process. Such testing will comply with federal guidelines. A driver detained after regular working hours for drug and alcohol testing will be paid.

C. At the end of the year, the Board shall reimburse each driver for the annual cost of the required chauffeur license and C.D.L. The cost reimbursement shall be prorated for drivers employed for less than the full school year.

D. The District shall pay drivers at their regular hourly rate for all time spent at training sessions, transportation or student/parent meetings, monthly safety meetings, and the run selection meeting held at the beginning of the school year. For purposes of this section, a transportation meeting is a formal meeting scheduled by the Employer for all drivers and does not include other meetings, such as, discipline meetings or meetings held at the request of the union or employees, except if a driver is called in early to attend a meeting, the driver will be paid a minimum of one (1) hour for the meeting unless the driver is paid for the time between the commencement of the meeting and the commencement of the driver's duties. If a driver is required to attend a meeting after the driver's duties, the driver will be paid a minimum of one (1) hour for the meeting unless the driver is paid for the time between the conclusion of the driver's duties and the end of the meeting.

14.2 **Meal/Lodging Reimbursement.** Appropriate expenses incurred on field trips and athletic trips shall be reimbursed upon proper presentation of receipts according to Board Policy. Discretion will be used by the administration in approving such expenses. Only necessary and reasonable expenses per Board policy will be approved.

ARTICLE 15
SENIORITY

15.1 **Seniority Defined.** Seniority shall be defined as an employee's length of continuous service in his/her classification with the Board since his/her last hire date. The last hiring date shall be based upon the date the employee reported for work rather than the date the employee was offered or accepted employment. Ties in seniority shall be broken according to the date and time of the employee's initial employment application. Seniority shall continue to accumulate during any medical leave of absence, but shall not continue to accumulate during other leaves of absence or during any period the employee is on layoff status.

15.2 **Probation.** Probationary period for drivers shall be 90 or 180 work days as required under Article 3.2.C., from the last hiring date under Article 15.1. Service as a substitute shall not count.

A. It is understood they are considered probationary until the 91st or 181st work day according to the application of Article 3.2.C. They would then acquire the full status of a bargaining unit member and rights therein. Until such time probationary personnel may be laid off, suspended or discharged at the discretion of the Employer without regard to length of service and without recourse to the terms of this Agreement.

B. Fringe benefits for probationary drivers begin when they are assigned a regularly scheduled route, or as otherwise required by law.

15.3 **Seniority Lists.** The Union shall be provided updated seniority lists at the beginning of each semester.

15.4 **Seniority Lost.** Seniority shall be lost by a bargaining unit member upon permanent transfer to a non-bargaining unit position. Seniority shall be lost and employment terminated if the employee resigns, retires or is terminated for cause.

ARTICLE 16
VACANCIES

16.1 **Vacancy Defined.** A vacancy shall be defined as a newly-created bargaining unit position or a present position that is not filled because the employee holding that position has permanently severed his/her employment.

16.2 **Vacancy Posting.** When the need arises to fill a vacancy, the Board shall notify the Union of each such vacancy in writing and shall post notices of such vacancies within five (5) working days on workstation bulletin boards for a period of five (5) working days.
In the event a bus driver's runs will be open due to an extended leave of absence of sixty (60) or more working days, the runs may be posted within five (5) working days for bid as a package or separately at the discretion of the employer. The position shall be treated as a vacancy if an employee's leave of absence extends for six (6) months or more. Those who are on a leave of absence for less than six (6) months shall be reinstated to their position upon return from leave.

16.3 **Vacancy Notification.** Interested bargaining unit members may apply in writing to the Superintendent or designee, within the five (5) day posting period.

16.4 **Award of Vacancies.** Vacancies shall be filled on the basis of qualifications to do the job and seniority.

16.5 **Selection.** Within five (5) work days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union.

16.6 **Temporary Vacancies**. A newly created bargaining unit position that the Employer knows is temporary and a position which is unfilled because the employee holding that position is on a leave of absence may be filled with a substitute.

ARTICLE 17
REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

17.1 **Layoff Defined.** Layoff shall be defined as a reduction in the workforce beyond normal attrition.

17.2 **Layoff Notice.** No bargaining unit member shall be laid off unless said bargaining unit member shall have been notified of said layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

17.3 **Layoff Procedures.** In the event of a layoff, the Employer shall first layoff probationary employees. Then bargaining unit employees shall be laid off in order of least seniority if further layoffs are made.

17.4 **Substitute Priority.** A laid-off bargaining unit member shall, upon application, be granted priority status on the substitute list according to his/her seniority.

17.5 **Recall.** Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to a vacancy which arises within two (2) years of layoff. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given ten (10) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member notifies the Employer of his/her intent to return to work within the ten (10) calendar day period. Bargaining unit members recalled to work for which they are qualified are obligated to take said work, provided it consists of at least ninety percent (90%) of the hours of work of the bargaining unit member at the time of the layoff. A bargaining unit member who declines recall to work for which he/she is qualified and obligated to take shall forfeit his/her seniority rights and shall be deemed to have resigned. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his/her rights to an equivalent position which becomes available later.

17.6 **Partial Layoffs.** A laid-off employee shall not be entitled to recall to a vacancy which is posted and filled pursuant to Articles 12 or 16 by an employee who is not laid off.

ARTICLE 18
SICK LEAVE

18.1 **Sick Leave.** Drivers hired after August 1, 1992, shall earn sick leave at the rate of one (1) day per month worked, up to ten (10) days per school year, cumulative to one hundred fifty (150) days. To the extent required by the Michigan Earned Sick Time Act, drivers shall accrue paid earned sick time at a rate of not less than one (1) hour for every thirty (30) hours worked and shall be permitted to use such time for all purposes and under all conditions required by law. If the sick leave provided under this Agreement is less than the amount required by law, the District shall provide the additional paid earned sick time necessary to comply with applicable law.

18.2 **Doctor's Certification.** For absences covered by the Michigan Earned Sick Time Act, the Employer may require reasonable documentation only when an employee uses earned sick time for more than three (3) consecutive days, or as otherwise permitted by law. Documentation shall be limited to confirming that the earned sick time was used for a reason

permitted by law and shall not require disclosure of specific medical details, diagnosis, or other confidential information. The employee shall provide such documentation within the time permitted by law. The Employer shall not delay or deny the use of earned sick time while awaiting documentation and shall reimburse the employee for any out-of-pocket costs incurred in obtaining Employer-required documentation.

Nothing in this section limits the Employer's ability to require a return-to-work certification, fitness-for-duty certification, or medical examination when permitted or required by law, including when necessary to confirm the employee's legal qualification and fitness to safely perform driving duties. If the Employer requires a specific medical certification or examination beyond documentation required under the Michigan Earned Sick Time Act, the cost of such certification or examination shall be paid or reimbursed by the Employer.

18.3 **Sick Leave Exhaustion.** Upon written request, any employee whose personal illness extends beyond the accumulated sick leave days shall be granted a leave of absence without pay not to exceed six (6) months. Days during the summer break period shall not be counted during a leave granted pursuant to the preceding sentence. An additional six (6) months may be allowed at the discretion of the Superintendent. During this unpaid sick leave period, fringe benefits will not be paid and sick leave shall not accumulate during such leave.

18.4 **Employment Related Injury.** In the event an employee receives workers' compensation benefits, the employee shall be paid the difference between the workers' compensation benefits received and the gross pay normally earned for his/her regular routes. A prorated portion of sick leave shall be deducted for each such payment. This supplemental pay shall end when all accumulated sick leave is exhausted.

18.5 **Sick Day Usage.** A bargaining unit member may use available paid sick leave for any purpose permitted by this Agreement, the Michigan Earned Sick Time Act, the Family and Medical Leave Act, or other applicable law. Where laws or contractual provisions overlap, the employee shall receive the greater right or protection required by law or this Agreement.

Sick leave may be used for the employee's own mental or physical illness, injury, health condition, medical diagnosis, care, treatment, recovery, or preventive medical care. Sick leave may also be used to care for a family member for the same types of needs.

Sick leave may also be used for other legally protected reasons, including, but not limited to, absences related to domestic violence, a child's school or place-of-care meeting related to health, disability, and any qualifying leave required by the FMLA, including leave for a serious health condition, birth or bonding, adoption or foster placement, qualifying military exigency, or military caregiver leave.

For purposes of this section, "family member" shall include the employee's child, spouse, parent, grandparent, grandchild, sibling, in-laws of like relation, and any other person required to be treated as a family member under ESTA, the FMLA, or other applicable law.

When leave qualifies under the FMLA, the District shall administer the leave consistent with the FMLA, including applicable eligibility, notice, certification, benefit continuation, job restoration, and designation requirements.

The Board of Education may require reasonable documentation or certification only as permitted by applicable law.

Unused Personal Leave Incentive. Each bargaining unit member shall be granted three (3) personal leave days per school year, subject to the terms of this Agreement.

A bargaining unit member who does not use any personal leave days during the school year shall be able to sell back the three personal days for three hundred dollars ($300.00). This payment is based only on the employee's unused personal leave days and shall not be reduced, denied, or otherwise affected by the employee's use of sick leave, earned sick time, FMLA leave, or any other legally protected leave.

The unused personal leave incentive shall be paid on or before June 30 of the applicable school year. An employee who uses one or more personal leave days during the school year shall not be eligible for the unused personal leave incentive for that school year.

At the conclusion of all staff work days, as outlined in the Edwardsburg Public Schools Board of Education-approved school calendar for the current school year, and prior to June 30, any staff member with a combined accumulated total of more than one hundred forty (140) sick leave and personal leave days may sell back the days in excess of one hundred forty (140), up to a maximum of ten (10) days, at the rate of one hundred dollars ($100) per day.

This provision does not prohibit a staff member from rolling forward one (1) personal leave day, provided the staff member completes and submits the required personal day rollover form prior to the staff member's last work day.

A staff member who elects to sell back unused sick leave and/or personal leave days shall be ineligible for the attendance bonus. Payment for approved sell-back days shall be made on or before June 30 of the applicable year.

Regular route drivers, as defined in the union agreement, shall be permitted to use available Sick Days during unpaid breaks from school. Days shall be used in ½ day increments only.

18.6 **Recording Absences in Automated Red Rover System.** Employees must enter any absence into the automated Red Rover system on or before the day the absence occurs. Failure to do so may result in disciplinary action.

ARTICLE 19
OTHER PAID LEAVES

19.1 **Bereavement Leave.**

A. In the event there is a death of a member of an employee's immediate family, (spouse, child, foster child, parent, sibling, grandparents and grandchildren of the employee or the employee's spouse), the employee will be allowed upon request up to three days (3) off with pay to attend services. Such leave, if requested, shall be taken immediately and shall not accrue or accumulate.

Additional days may be allowed at the discretion of the Superintendent.

B. One (1) day will be allowed when requested for each death of relatives outside the immediate family and for friends. Additional day(s) may be allowed upon request to the Superintendent and with his/her approval.

19.2 **Judicial Leave.** An employee who is called for jury duty or subpoenaed to give testimony before any legal, judicial or administrative tribunal shall be compensated for any work time lost during the time required to be in attendance for jury service or to provide testimony less any fees to which the employee is entitled from the tribunal or a party, provided the employee is not a party to the action and provided the employee is not testifying against the Employer in any action brought by the employee or by the Union.

19.3 **Personal Business.** Full time Employees shall receive three (3) days personal business leave each year. The parties agree there may be personal conditions or circumstances, which may require absenteeism for other reasons than heretofore mentioned. The Board agrees that such leave may be used under the following conditions:

A. Employees shall submit their requests on an application form at least five (5) days in advance of the anticipated absence, except in case of emergency, for approval by the Superintendent or designated representative. The specific reason for use of the personal leave need not be disclosed with the request.

B. The maximum length of such leave shall not exceed three (3) consecutive days per school year. It is understood that such leave shall not be granted for the first or last day of the school year nor on the first working day immediately preceding or following a vacation period, holiday or break period. A break period shall be defined as two or more consecutive days without students or staff in session during the educational school year (e.g. Monday-Tuesday; Friday-Monday; etc.).

C. If an employee chooses to do so, one personal day may be retained as a personal day for the following school year. This allows for an Employee to have a maximum of four (4) personal days for one year. (Only one personal day can roll over each year.) Unused personal days shall be added to the Employee's accumulated sick leave.

19.4. Retirement Severance. An employee of the group who has at least ten (10) years of service in the bargaining group and who retires under the Michigan Public School Employees' Reimbursement System shall receive upon retirement, thirty dollars ($30.00) per day for the first 60 days of unused sick leave and fifty dollars ($50.00) per day for any days above sixty, up to the maximum of 150 allowable sick days.

(a) The retirement incentive will be paid out as part of the last pay in June, unless the employee retires during the school year, in which case it will be paid two weeks following the employee's final pay.

(b) This benefit shall not be available for an employee who retires under threat of discharge for just cause.

An employee of the group who has had at least ten (10) years of service in the group and who leaves the district at the conclusion of an academic year shall receive upon notice and conclusion of the year, pay at the rate of $30.00 per day for the accumulated sick leave in excess of 60 days.

ARTICLE 20
UNPAID LEAVES

20.1 **Military Leave.** The right to re-employment with all prior accumulated rights and benefits shall be according to law for any employee who is required to serve in the United States Military or its Reserve components.

Whenever employees who are members of the National Guard or a military reserve unit are called to active duty, they shall be entitled to an unpaid leave of absence for such time as they are engaged in active defense training.

Employees who have been required to serve in the Armed Services of the United States, under military leave from the employer shall upon re-employment be given credit for time spent in the Armed Services, the same as though the time spent in the military services had been spent in the employment of the school providing that such employee has received an honorable separation from the Armed Services.

20.2 **Family Leave.** The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for qualifying family and medical reasons and requires continuation of their group health benefits under the same terms and conditions as if the employee had not taken leave.

For eligible employees, up to 12 workweeks of leave in a 12-month period for any of the following qualifying reasons:

- The birth of a child and to care for the newborn child within one year of birth,
- The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement,
- To care for the employee's spouse, child, or parent who has a serious health condition,
- A serious health condition that makes the employee unable to perform the functions of his or her job, and
- Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty or call to covered active duty status.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember with a serious injury or illness may take up to 26 workweeks of leave during a single 12-month period to care for the servicemember.

Eligible employees may use FMLA leave intermittently or on a reduced schedule when medically necessary and for qualifying exigencies. An employee also may use FMLA leave intermittently or on a reduced leave schedule for bonding with a newborn or newly placed child when the employer and employee agree.

Employees are eligible if they:

- Work for a covered employer for at least 12 months,
- Have at least 1,250 hours of service with the employer during the 12 months before their FMLA leave starts, and
- Works at a location where the employer has at least 50 employees within 75 miles.

The Employer shall grant family leave to employees in accordance with the Family and Medical Leave Act of 1993, as amended. It is understood and agreed that the Employer reserves all rights and powers granted to employers under the legislation and applicable regulations and this Agreement shall not be construed as limiting or restricting those rights.

20.3 **Other Unpaid Leaves.** Upon written request to their supervisor, employees may be granted unpaid leaves of absence for personal reasons not to exceed sixty (60) workdays. Such leaves of absence shall not be extended; seniority, sick leave or fringe benefit shall not accumulate during such leave. The Employer's decision on such requests for leave shall be final and not subject to the grievance procedure.

20.4 A bus driver who has been employed by the Board for at least six (6) months may request an unpaid leave of absence to attend or participate in unique events and activities, scheduled beyond the control of the employee. Leaves of absence for such unique events and activities shall not be available more frequently than once every five (5) years. Such leaves shall be without pay; however, a driver may use available personal days.

Work requirements of the transportation department may restrict times when unpaid leaves of absence may be taken. All unpaid leaves of absence must be approved in advance by the Supervisor and Superintendent.

ARTICLE 21
HOLIDAYS

21.1 **Holidays.**

A. Bus drivers shall be paid at their regular hourly rate for the number of hours they would have normally worked on each of the following paid holidays:

Labor Day
Day before Thanksgiving
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Memorial Day
One .5 floating holiday will be given to drivers .5 Good Friday since they are required to run full routes on that day. The floating day may be used on any day that students are not in session during the school year.

B. To be eligible for holiday pay, an employee must have worked his/her last scheduled day prior to the holiday and his/her first scheduled day following the holiday, unless

the employee is absent due to his/her illness. Employees off sick on the day before or after a holiday, may be required by the Board to submit medical proof of illness to receive holiday pay.

ARTICLE 22
BARGAINING UNIT MEMBER EVALUATIONS

22.1 **Evaluations.** Each bargaining unit member employed for the full school year will be evaluated annually by his/her immediate supervisor. The evaluation will reflect whether, in the opinion of the Employer, the bargaining unit member's work performance is satisfactory or unsatisfactory.

22.2 **Written Evaluations.** All evaluations shall be reduced to writing and a copy given to the bargaining unit member at or before the time of the evaluation conference. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response that shall be attached to the file copy of the evaluation in question.

If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons shall be explained.

22.3 **Evaluation Conferences.** A conference shall be held between the evaluator and employee as part of the evaluation process to discuss the evaluation. At the conference the bargaining unit member shall sign a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation based upon what was discussed at the conference if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

22.4 The content of an employee's evaluation shall not be grievable beyond the Superintendent's level of the grievance procedure.

ARTICLE 23
MISCELLANEOUS PROVISIONS

23.1 The Employer and its designated representatives expressly reserve the right to accept services offered on a volunteer basis by individuals or organizations affiliated with, or interested in, school district affairs and operations.

23.2 Supervisory employees, or non-bargaining unit employees, may perform duties normally performed by bargaining unit members whenever in the determination of the Employer or its designated representatives performance of such duties is appropriate.

ARTICLE 24
DURATION OF AGREEMENT

This Agreement shall cover the period commencing July 1, 2026 and ending June 30, 2028

Pursuant to the requirements contained within MCL 423.215 and Public Act 436 of 2012, if an emergency manager is appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012, the emergency manager may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012.

The Edwardsburg Transportation Personnel Association SMEA/MEA/NEA	The Board of Education of the Edwardsburg Public Schools
Union President	Board President

SCHEDULE A
WAGE SCHEDULES

	2026-2027 **3%**	**2027-2028*** **1%**
Beginning	$22.09	$22.31
3 Months	$25.03	$25.28
1 Year	$29.60	$29.90
5 Year	$30.18	$30.48
10 Year	$30.80	$31.11
Extra Trip	$20.97	$21.18
CERTIFIED TRAINER	3 month rate	3 month rate

*During the term of this Agreement, either party may request to reopen negotiations solely regarding base wages for the 2027-2028 school year if one or more of the following occurs: the Board ratifies a collective bargaining agreement with another District bargaining unit that provides a greater across-the-board percentage increase to base wages for the same contract year; the District's audited unrestricted general fund balance exceeds 20% of total general fund expenditures; the District experiences a material increase in unrestricted operating revenue due to enrollment growth, state aid, or other recurring revenue sources.

A request to reopen must be made in writing. The parties shall meet within thirty calendar days of the request.

This reopener is limited to base wages only and shall not reopen any other provision of this Agreement. This section does not create an automatic wage increase. No wage adjustment shall be effective unless approved by the Board of Education.

A newly hired driver who can provide documented proof that they have been a regular route bus driver in a school district for at least one year and that they were gainfully employed as a bus driver within the last three years will be awarded the "3 Months" step on the wage schedule at the start of their employment with the Edwardsburg Public Schools.

A newly hired driver who can provide documented proof of having been gainfully employed as a regular route driver in a school district for at least the previous five school years, has not had any safety violations, and all driving credentials are current, will be awarded the "1 Year" step on the wage schedule at the start of their employment with Edwardsburg Public Schools. A newly hired driver who can provide documented proof of having been gainfully employed as a regular route driver in a school district for at least the previous ten school years, has not had any safety violations, and all driving credentials are current, will be awarded the "5 Year" step on the wage schedule at the

start of their employment with Edwardsburg Public Schools. A newly hired driver who can provide documented proof of having been gainfully employed as a regular route driver in a school district for at least the previous twenty school years, has not had any safety violations, and all driving credentials are current, will be awarded the "10 Year" step on the wage schedule at the start of their employment with Edwardsburg Public Schools. Any breaks in employment as a regular route driver would be considered on an individual basis.

If a driver was employed as a school bus driver by Edwardsburg Public Schools, left employment with the Edwardsburg School District in good standing, and wishes to become reemployed with the District as a school bus driver within 12 calendar months, he/she would return at the same rate of pay as achieved prior to leaving employment with the District so long as the applicant meets all Edwardsburg Public Schools, state and federal requirements. Seniority calculation will restart when the reemployment occurs with previous seniority not honored.

Any driver who refers a new bus driver to the Edwardsburg school system is able to receive a referral bonus of $250 provided that: the new driver has achieved 3 (three) months of successful and continuous on the job performance including obtaining all licensing requirements and a minimum of 200 driving hours. The new driver will also receive a signing bonus of $250 at the conclusion of the successful 3 (three) months provided the above requirements have been met.

When a driver is assigned an extra trip the driver will receive their regular hourly rate until the end time of their regular run. The driver will receive trip pay for the remaining time of the extra trip. The Driver is expected to drive any portion of their regular route that does not conflict with the trip.

LONGEVITY

In recognition of years of service, a regular route driver as defined in the union agreement, shall every (5) five years be paid the sum of $100.00 per year of service with the employer. Years of service shall be calculated from the drivers' seniority date as a regular route driver. Payment will be included in the last paycheck of the school year following their anniversary date so long as the driver is still actively employed. Payment schedule will be as follows: (5) years of service $500.00, (10) years of service $1,000.00 and so forth.

INSURANCE

(Applicable Only Upon Implementation of the PPACA)

A. To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payment for health insurance coverage for all eligible Employees toward one of the health insurance plan listed below in a combined monthly amount not to exceed the lesser of One Dollar ($1) or eighty percent (80%) of the single coverage premium paid per eligible Employee:

   The plans offered shall be:

   1. MESSA ABC Plan 1
   2. MESSA Balance+
   3. Essentials by MESSA

To the extent allowable by law, employees may choose 2-Person or Full Family coverage for their dependents, but must pay the difference between the Board's contribution toward the single coverage rate, and the cost of 2-Person or Full Family coverage.

B. The plan chosen by the Association, and listed above, shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board is specifically authorized to make any adjustments to this Insurance section necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board. Any adjustment shall be the minimum necessary to comply with the law.

C. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions.

D. Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days.

E. Employees are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment status.

F. To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein or by law or regulation. Employees may continue the coverage at their own expense to the extent permitted by law or regulation.

G. The Board shall not be required to remit premiums for any insurance coverages on behalf of an Employee if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.

H. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all employee forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual; to the extent possible, Employees will be provided the opportunity to

correct any mistakes. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it.

I. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 1st day of the 1st full month following their employment. An Employee shall be eligible for Board paid insurance contributions if the Employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty [30] hours or more per week in the District), and there has been implementation of those portions of the PPACA applicable to the District.

J. The "medical benefit plan coverage year" shall run from July 1 to June 30 of each school year.

K. Each full-time and regular part-time employee who has completed his/her probationary period shall be provided with MESSA group term life insurance coverage with ADD in the amount of $30,000 subject to the terms of the insurance policy. It shall be the responsibility of the eligible employee to make an application for the coverage with the Employer. The Employer will distribute the application forms.