MASTER CONTRACT AGREEMENT
BETWEEN

BENDLE BOARD OF EDUCATION
AND THE
BUS DRIVERS

July 1, 2026-June 30, 2028

TABLE OF CONTENTS
BUS DRIVERS

District Rights	Page 2
Agreement	Page 3
Preamble	Page 3
Article I—Definitions	Page 4
Article II—Recognition	Page 4
Article III – Union Security & Deduction of Union Dues	Page 4
Article IV—Job Status and function of Union Officials	Page 4
Article V – Union Release Time	Page 4
Article VI—Grievance Procedures	Page 5
Article VII—Discipline of Employee	Page 7
Article VIII—Working Conditions and Safety	Page 8
Article IX—Safety Devices	Page 8
Article X – Miscellaneous	Page 9
Article XII – Union Rights	Page 9
Article XIII—Effect of Legislation	Page 9
Article XIV – Medical Requirements	Page 10
Article XXIV – Definitions	Page 10
Article XXV – Driving Procedures	Page 11
Article XXVI – Working Conditions and Safety Conditions	Page 14
Article XXVII – Meeting/Special Conferences	Page 15
Article XXVIII – Miscellaneous	Page 15
Article XXIX – Compensation	Page 16
Article XXX – Health & Welfare	Page 18
Appendix “A” – Job Descriptions	Page 20-21
Article XXXI – Term of Agreement	Page 22

DISTRICT RIGHTS

No provision of this agreement will be construed as limiting or restricting the Board's rights regarding those matters which are designated as management rights and prohibited subjects of bargaining under PERA or obligations under the Revised School Code. This provision shall take precedence over any other provision of this agreement and is ultimately the controlling language for interpreting this agreement.

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions there from or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred manifestly recognized and intended to convey complete power in the board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation the right to:

(1) Manage and control the district's business, the equipment, the operations and to direct the working forces and affairs of the Employer.

(2) Continue its rights and past practice of assignment and direction of work of its personnel, determine the number of shifts, hours of work, length of work year, starting and ending times, and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days.

(3) The right to direct the working forces, including the right to hire, evaluate, promote, suspend and discharge employees, transfer employees, assign work of extra duties to employees, determine the size of the work force and to lay off employees.

(4) Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operations, the means, methods, and processes of carrying on the work including the subcontracting thereof, the automation thereof or changes therein, the instruction of new and/or improved methods of changes therein.

(5) Adopt rules and regulations

(6) Determine the qualifications of employees, including physical conditions.

(7) Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

(8) Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

(9) Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

(10) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

(11) Determine the policy affecting the selection, testing, or training of employees providing such selection shall be based upon lawful criteria.

AGREEMENT

THIS AGREEMENT entered into this First Day of July 2026, by and between the BOARD OF EDUCATION OF THE BENDLE PUBLIC SCHOOL SYSTEM, BURTON, MICHIGAN, hereinafter called the “Board”.

PREAMBLE

WHEREAS it is the intent and purpose of the parties hereto that this Agreement shall set forth their agreement on rates of pay, hours of work, and terms and conditions of employment of the Board employees covered by this Agreement.

The parties encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I—DEFINITIONS

Section 1: The terms “Board” and “Union” shall include authorized officers, representatives, and agents. Despite references herein, the “Board” and “Union,” as such, each reserves the right to act hereunder by committee, or designated representatives.

Section 2: Reference to male employees shall include female employees.

ARTICLE II—RECOGNITION

Section 1: The Board hereby recognizes the Union as the exclusive bargaining representative for all Bus Driving personnel of the Bendle Public Schools.

ARTICLE III—UNION SECURITY AND DEDUCTION OF UNION DUES

Section 1: All employees who are presently working under this Agreement shall not be required to become members of the Union, and all new employees hired during the terms of this Agreement shall not be required to become members of the Union.

ARTICLE IV—JOB STATUS AND FUNCTION OF UNION OFFICIALS

Section 1: The Union may appoint one steward and one alternate steward. Such steward and alternate steward, regardless of when selected, shall not function as such until the Board has been notified, in writing, by the President of the Local Union, or designee.

Section 2: The steward and alternate steward and other Union officials shall be permitted to engage in contract negotiations and the adjustment of grievances subject to the limitations set forth in this agreement.

Section 3: Any steward or alternate steward having an individual grievance in connection with his/her own work may ask that another steward or alternate or Union official assist him/her in adjusting the grievance.

ARTICLE V—UNION RELEASED TIME

Section 1: The steward, or alternate steward, shall be released from work, without pay, for the investigation of grievances if they deem it necessary during his/her regular hours of work.

Section 2: The steward, or alternate steward in his/her absence, shall be released from work with pay for the processing of a grievance at level III of the grievance procedure.

Section 3: Employees selected by the Union to serve in contract negotiations and/or other

union business shall be released from work, without pay, when such meetings are scheduled during their regular hours of work with the following provisions:

(a) Written notification must be made to the Director of Maintenance/Operations of the Bendle Public Schools twenty four (24) hours prior to the time of absence for such meeting. If advance written notification is not received as stated above, the employee will not be released from his/her regular scheduled working assignment *(NOTE: The written prior notification may be "waived" in emergency or extenuating conditions when mutually agreed upon by the Superintendent of Bendle Public Schools)*

(b) Release from work for such "meetings" shall be at a minimum of four (4) hours.

ARTICLE VI—GRIEVANCE PROCEDURE

Section 1: Definition: A grievance is a claim by one or more employees of improper application or interpretation of the Agreement.

Section 2: Employee: Includes any individual or group of individuals within the bargaining unit, as previously defined, and covered by this Agreement.

Section 3: Purpose: The purpose of the grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time to time with respect to claims of improper application or interpretation of the terms of this Agreement.

Section 4: Representation: Nothing herein contained shall be construed to prevent any individual bargaining unit employee from presenting a grievance and having the grievance adjusted without the intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at such adjustment.

Section 5: Any bargaining unit employee may be represented beginning at Level Two of this procedure by a representative of the Union.

Section 6: Upon the request of either party hereto and upon mutual agreement of both parties, a grievance may be commenced at any level of the grievance procedure.

Section 7: Procedure: The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The term "day(s)" when used in the grievance procedure shall always mean working days.

LEVEL ONE—RESOLVING GRIEVANCE INFORMALLY: An employee(s) having a grievance shall first take the grievance up with his/her immediate supervisor. This must be done within twenty (20) days of the time that the grievance occurred. After presenting the grievance to his/her immediate supervisor with the object of resolving the matter informally, the immediate supervisor shall within five (5) days give his/her answer orally and informally at this level; the aggrieved employee should proceed to the next level.

LEVEL TWO—If the grievance is not settled at LEVEL ONE, the employee may request his immediate supervisor to call the employee's union steward to handle the grievance. The grievance at this time shall then be submitted to the immediate supervisor on a signed written "Report of Grievance" form within three (3) days after receipt of unsatisfactory response at LEVEL ONE.

(a) The name of the grieving employee or group of employees.
(b) The nature of grievance, including contract provisions violated and persons violating them, if possible.
(c) Specific relief that is being requested.
(d) The signature of the employee or employees involved.

The "Report of Grievance" shall be completed in three (3) copies, signed by the aggrieved employee(s) and union representative and filed with the employee's immediate supervisor.

The supervisor and the aggrieved employee, with union representation, shall meet within two (2) days following the filing of the grievance and attempt to adjust and settle the grievance. Within two (2) days following this meeting, the supervisor shall give answer to the grievance in writing, providing two copies to the Union, and one copy, which shall be attached to the original grievance form submitted to the Supervisor and retained by the employer.

LEVEL THREE—If the grievance is not settled at LEVEL TWO, the aggrieved employee may appeal the decision made at LEVEL TWO within ten (10) days, in writing, to the Superintendent. The Superintendent shall give his answer to the grievance within ten (10) days after receipt of the appeal. During this ten (10) day period, the Superintendent will arrange for a conference with the aggrieved employee and union representation and the employee's immediate supervisor to obtain relevant information about the occurrence which initiated the grievance. This conference will be scheduled at a time when there is no disruption of normal school routine and duties of the aggrieved employee.

LEVEL FOUR—In the event the grievance is not settled at LEVEL THREE, the aggrieved employee may appeal the matter within ten (10) days to the Board's Review Committee. The appeal shall be initiated by a notice, in writing, filed with the Superintendent who shall be responsible for arranging a hearing date, time and location for the Board's Review Committee to meet with the aggrieved employee, and union representation.

Within thirty (30) days from the date that the appeal was filed with the Superintendent, the board shall give its reply in writing with two (2) copies being submitted to the Union and one copy attached to the original grievance form submitted to the Supervisor and retained by the employer.

LEVEL FIVE—Within ten (10) days of the receipt of the answer at LEVEL FOUR, the Union may, by written notice to the Board, request that the matter be submitted to arbitration. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator after notice is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which will likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto or to specify the terms of a new Agreement.

The decision of the arbitrator shall be final and binding all parties, and they hereby agree to abide by such decisions. The fees and expenses of arbitration will be borne equally by both Union and the Board.

ARTICLE VII—DISCIPLINE OF EMPLOYEE

Section 1: The Board shall not discharge or discipline any employee without cause. Disciplinary action taken by the employer will be dependent upon the nature and seriousness of the offense or infraction. Disciplinary action shall be progressive in nature.

Step 1: Oral Counseling—Written documentation placed in file with copy to employee and Union.
Step 2: Written Reprimand—Documentation placed in file with copy to Employee and Union.
Step 3: Suspension—Based on severity of infraction(s) with documentation placed in employee file with copy to employee and Union.
Step 4: Suspension up to termination—Based on severity of infraction(s) with documentation placed in employee file with copy to employee and Union.

All discipline will occur as a result of an investigation. Oral counseling may be bypassed in the progressive disciplinary process should the offense be of a serious nature. All steps of progressive discipline will afford the employee union representation.

Employees receiving written reprimands will be informed prior to receiving a reprimand that they may request union representation at the time the reprimand is given, if they so wish. This request for representation shall be made by the employee through his/her immediate supervisor.

Section 2: The Board agrees to notify the Union, in writing, in the case of suspension or discharge.

Section 3: When an employee receives suspension and/or discharge, the employee will be allowed to discuss his/her discipline with his/her steward and the Board will make available an area where he/she may do so before he/she is required to leave the property of the Board. Upon request, the Board or it's designated representative will discuss the suspension or discharge with the employee and the steward.

Section 4: Should the employee consider the discharge or discipline to be improper, the Union's complaint shall be presented in writing to the Superintendent within five (5) regularly scheduled working days after the discharge or discipline is received by the Union. The Superintendent shall give an answer to the Union within five (5) regularly scheduled working days after receiving the complaint. If the answer is not satisfactory to the Union, the matter may be referred to the grievance procedure commencing at the Board committee level. If a grievance is not filed within five (5) regularly working days by the employee or the Union, it shall be assumed that the answer was accepted and the right to use the grievance procedure is waived.

Section 5: In imposing discipline on a current charge, the employer will take into account the employees total work record as it applies to the responsibilities of their primary and related duties as outlined in the Master Agreement. Consideration will be given in administering discipline to work records which have resulted in no discipline for the previous twelve (12) months.

Section 6: Employment shall be terminated for either of the following infractions:

1. Falsifying records at the time of employment and anytime thereafter.
2. Use of illegal drugs or alcohol during working hours, possession of illegal drugs or alcohol on school property, or being under the influence of drugs or alcohol during working hours.

ARTICLE VIII—WORKING CONDITIONS AND SAFETY

Section 1: The Board agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment.

Section 2: The provisions of this contract shall be applied to all employees covered by the Agreement without discrimination on account of sex, age, race, color, creed, national origin, religious or political affiliation, union membership or activity.

ARTICLE IX—SAFETY DEVICES

The board agrees to provide at its own cost, where necessary, hard hats, safety goggles, masks and protective gloves, and such other safety devices as determined necessary by law.

ARTICLE X—MISCELLANEOUS

Section 1: All notices required to be given to the Board by this Agreement will be sufficient if mailed to the Board by ordinary mail to the Bendle Public Schools, Administration Building, 3420 Columbine Ave., Burton, MI 48529. All notices required to be sent to the Union by this Agreement shall be mailed to the Union by ordinary mail.

Notices as required by this Agreement to be "posted" shall be mailed to the employees when they are on vacation or when they have been absent from work for longer than five (5) working days due to sickness. It shall be the responsibility of the employee to notify the Board and their immediate supervisor of any change of address and phone number within ten (10) days of such change. If the employee does not do this, the Board's obligation is filled and shall not be a factor in a grievance.

Section 2: Supervision Returning to the Bargaining Unit: Any member of the bargaining unit as the time of promotion to supervision and who subsequently requests return to or is returned by management to the bargaining unit shall return to the same class, seniority and pay level he/she held prior to his/her appointment to supervision.

Section 3: Bus Drivers will not report for work when a state of emergency relating to snow is declared by either the City of Burton or Genesee County.

ATRICLE XII—UNION RIGHTS

Section 1: The employees and the Union as their exclusive bargaining representative shall have an opportunity to enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965 as amended from time to time and by other applicable statutes now or hereafter enacted except as expressly limited by the terms of the Agreement.

ARTICLE XIII—EFFECT OF LEGISLATION

Section 1: If any law now existing or hereinafter enacted or any proclamation regulation, or edict of any state or national agency shall invalidate any portion of the Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may open for negotiations on the invalidated portion; and, if agreement herein cannot be reached within thirty (30) days, either party may submit the matter to mediation.

ARTICLE XIV—MEDICAL REQUIREMENTS

Section 1: All health certificates and x-ray certificates paid by the Board shall be kept in the employee's personnel file unless otherwise required by law.

All employees will adhere to the Bloodborne Pathogens standards and use of Universal Precautions.

The Board shall maintain separate medical and personnel files for employees.

BENDLE BUS DRIVERS
ARTICLE XXIV—DEFINITIONS

I. BUS DRIVER: The term "Bus Driver" used under the terms and conditions of this Agreement is determined to mean—"Regular Driver" and does not include "Substitute Drivers."

A. Regular Drivers: A driver who has satisfactorily completed his/her probationary period and who selects or is permanently assigned a regular bus schedule, and who continues to drive these runs until the next selection period; or unless the run schedule is otherwise modified. Bus drivers will be paid for actual hours worked.

B. Substitute Drivers: A driver, who temporarily replaces a regular driver, and who accrues no seniority or other benefits under the terms of this agreement.

C. Driving Assignment: In assigning hours, the district reserves the right to consider a drivers past performance, and any health and, or legal restrictions(s) that may affect a drivers' ability to safely and effectively fulfill terms of an assigned schedule.

II. DAY:

A. The work "day" when used to indicate limitations of time in "Notification" and "Time Duration" other than pay.

B. When used to determine the amount of pay for authorized leave days, is contingent upon the length of time of each driver's "regular" bus schedule.

ARTICLE XXV—DRIVING PROCEDURES

SECTION "A" – SENIORITY

1. **Definition and Purpose:** Seniority is length of continuous service of all Regular Bus Drivers in the bargaining unit.

(a) An employee of the bargaining unit's service shall be continuous until he/she voluntarily resigns, retires, is discharged, or as contained in other provisions contained herein.

(b) Substitute bus drivers being transferred to regular status shall begin accruing seniority from the date of employment on a regular status.

(c) When a regular bus driver is laid off, the employee with the least seniority shall be laid off first.

(d) **RECALL**

1. Employees having the most seniority will be the first recalled to jobs by classification from which they were laid off.

2. No job shall be filled, except in case of emergency on a temporary basis, so long as any employee entitled to be recalled is laid off.

3. Notice of Recall shall be given to the employee entitled to be recalled at the last address of the employee recorded by the Board by certified mail, return receipt requested. The employee shall report to work no later than seven (7) calendar days after mailing of recall notice.

2. Seniority lists will be maintained by the Board according to the above conditions. Such lists shall be revised annually and posted on July 1st of each school year.

3. An employee shall lose seniority and employment terminated by the Board for any of the following reasons:

(a) Employee is absent for more than two (2) consecutive assigned working days without notification.
(b) Employee falsifies information.
(c) Employee is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the Board.
(d) When under the influence of intoxicants or drugs during assigned time of work.
(e) Excessive absenteeism.
(f) Mandatory retirement.

(g) Employee is unable to acquire or maintain certification required by the State of Michigan for school bus drivers.

4. At least one (1) week prior to the beginning of each school year, bus drivers will meet with the Director of Transportation for "selection" of his/her regular bus schedule assignment for the year.
   (a) This will be done on the basis of "seniority."
   (b) Bus drivers will retain their selected bus schedule assignment for the entire school year.
   (c) Drivers are not to exchange or combine their runs without the approval of the Director of Transportation.

      1. During certain sport activity scheduling, the Director of Transportation may find it necessary to combine bus "runs" in order to meet the scheduled activity. This may also be necessary for field trips, and etc.

SECTION "B" – ATHLETIC EVENTS

1. Sport activity runs will be made with a minimum trip time of one (1) hour.

2. No coach shall be allowed to drive a bus for any sport activity. Exceptions may be made when a team or squad training camp is involved if a bus is required during the training camp activity. In such cases, this need must be demonstrated and mutual agreement received from the Union.

   (a) In this situation, the coach must be qualified and certified to drive a school bus as required by the State of Michigan for school bus drivers.

SECTION "C" – FIELD/SCHOOL/SUMMER AND SPORT TRIPS

A field/school activity and sport trip is defined as any "run" other than those regularly assigned on a permanent basis.

Section 1: Field/School Activity and Sport Trips are scheduled by low hours, except when hours have not been turned in, i.e.; beginning of the school year and following a holiday. In those cases trips will be assigned by seniority.

Section 2: A driver who declines a field/school activity trip when his/her name appears in rotation shall be charged (for rotating purposes) for those hours. A driver who confirms his/her assigned field/school activity trip but does not drive it shall be charged for the trip plus an additional trip of the same number of hours.

(a) It is understood in this Agreement, that drivers cannot refuse more than one (1) consecutive assigned field/school activity or sport trip unless reason for "refusal" has been approved previously by the Director of Transportation.

(b) When an event is scheduled and a driver calls in either sick or personal time for that even, this time will be noted for future discipline in the event that discipline is warranted. IE. *scheduled events are included as part of that days run (**added 2008**)*

Section 3: Drivers may not be eligible for field/school activity trips that conflict with their regular school "runs."

Section 4: There will be no trading or bumping of field/school activity trips that conflict with their regular school "runs."

Section 5: Field/school activity trips will be numbered and posted each Wednesday, A.M. in the Transportation Director's Office for the following week, Saturday through Friday. Drivers assigned to the filed/school activity trip(s) **MUST CONFIRM** their assignments and availability by no later than noon on the following Thursday. The final assignments and schedules will be posted by Friday noon. It is the driver's responsibility to check the field/school activity run schedule in the Transportation Director's Office on Friday.

Section 6: If the Director of Transportation is notified of a field/school activity trip run after the posting date on Wednesday, the Director of Transportation may assign the trip to the driver with the lowest hours.

(a) In such cases, where the driver is not given twenty-four (24) hours advance notice of his/her trip, the driver will not be charged for those hours if he/she "declines" and does not take the trip.

Section 9: Bus drivers will not be entitled for "lost" wages due to an error in the posting of field/school activity trips. However, the driver will be assigned the next field/school activity run(s) to maintain the equalization of hours.

Section 10: Anytime a driver reports for a field/school activity trip and the trip is canceled without prior notification to the driver; the driver shall be paid for one (1) hours waiting time to compensate for his/her "show-up" time.

Section 11: When drivers are notified of a trip cancellation prior to the trip, the driver shall not be charged for that trip and such driver shall then be offered the next available trip.

Section 12: The bargaining unit shall provide assurances that summer

assignments will not be left vacant. Summer trips shall be rotated among drivers consistent with Article XXV

ARTICLE XXVI—WORKING CONDITIONS AND SAFETY CONDITIONS

SECTION "A" – MAINTENANCE OF SCHOOL BUSES.

1. Bendle School's Pre-Run Check List:
   (a) Exterior (outside of bus)
      1. As amended on the Daily Bus Inspection Sheet

   (b) Interior (inside of bus)
      1. As amended on the Daily Bus Inspection Sheet

   (c) The bus driver will sign a pre-run check list each working day and turn it into the Director of Transportation weekly. Forms will be provided by the Director of Transportation.

2. Reporting of discrepancies and mechanical deficiencies:
   (a) Forms in duplicate will be provided listing the above with additional space for other comments-indicating repairs needed. When discrepancies are noted by the driver, this form must be filled out. One copy must be submitted to the Transportation Director; one (1) copy to be retained by the bus driver.

   (b) All buses will be inspected regularly by garage personnel during regular routine checks conducted by them.

3. Repairs-Minor and Major: The Bendle Public Schools have a contract agreement with the proper repair facility relative to the repair and maintenance of all Bendle Transportation Vehicles. Minor and major repairs will be made by the repair facility as reported by the bus driver's discrepancy report as indicated in (2) above.

4. Other conditions to be followed:
   (a) Bus drivers will normally see that their vehicle is gassed at the designated gas station and, or maintenance provider. A gas/credit card will be provided to the driver for this purpose.

   (b) Every 1500 miles the bus drivers will see that their vehicle is inspected by the districts' designated maintenance provider for maintenance including fluid check/changes.

   (c) Bus drivers are responsible for the condition of the bus before and after use, with regular drivers being scheduled for 30 minutes "pre-trip check and clean-up" time as part of their regular daily bus schedule.

(d) Bus drivers are responsible in seeing that their bus is parked properly as directed-in the Bus Parking Area. This includes seeing that the bus lights are off, windows and doors properly closed and secure.

6. Radios:

All busses will be equipped with radios for communication with a base station. Also, whenever the base station is not in operation, a cell phone will be made available for all drivers.

SECTION "B" – FIELD/SCHOOL ACTIVITY TRIPS

1. A certified teacher shall be responsible for the orderly conduct of students while on the bus for classroom field trips.
   (a) Student disciplinary problems while either on the bus, or while attending the activity being visited, shall be reported by the teacher directly to his/her respective building principal.

2. Student disciplinary problems which occur when a teacher is not present shall be reported by the bus driver on a "School Bus Incident Report." This form will be provided by the district to all bus drivers which when completed and signed by the bus driver will be given to the building principal of the child who has been cited for an infraction of safety rules when riding a school bus.

ARTICLE XXVII—MEETING/SPECIAL CONFERENCES

Section 1: Upon the request of either party, meetings/special conferences for important matters shall be arranged at a mutually agreed upon time between the Union and the Employer. This meeting/special conference shall pertain to those issues presented in writing prior to the meeting date.

Section 2: If the Employer requests a conference during an employee's regularly scheduled run, then the employee shall be paid for lost time.

Section 3: All meetings or conferences called for bus drivers as a group will be reimbursed at a rate of at least one (1) hour of waiting time.

ARTICLE XXVIII—MISCELLANEOUS

A. TRANSPORTATION DIRECTOR'S OFFICE

1. The Director of Transportation's Office is located in the Central Administration Building.

Mail files will be established for each of the bus drivers to serve for the distribution of bus assignments, transportation bulletins, and etc., in his office area.

(a) Restroom accommodations will be located in the Bendle Middle School.

ARTICLE XXIX—COMPENSATION

Section 1:

AGREEMENT DATES	HOURLY WAGE COMPENSATION	WAITING TIME COMPENSATION
July 1, 2026-June 30, 2028	22.00	15.00

Section 2: Pay for Training and Licensing:

(a) The Bendle Board of Education will pay for the "tuition" costs of drivers attending bus driver's school as billed by the Genesee Intermediate School District; or any other accredited institution providing approved bus driving classes.

(b) Bus drivers will receive waiting time pay for the number of hours that are required for them to procure or maintain bus driving certification.

(c) Bus drivers shall receive reimbursement for driver's license fees and training necessary for continued employment as a bus driver with the school district.

Section 3: Paid Days Off: All regular bus drivers shall be entitled to twelve (12) "Leave Days" that shall comply with the "Earned Sick Time Act", as well as Personal Reasons and Vacations.

(a) Any new employee shall be granted leave days pro-rated from the date that he/she was assigned as a regular driver to June 30th of that school year.

(b) Unused leave days may accumulate with no limitation.

PROVISIONS

1. **Employee Sickness:** When foreseeable, a minimum of six (6) hours notification must be given to the Director of Transportation when a sick leave day is being used.

2. **Personal Reasons:** A minimum of forty-eight (48) hours notification in writing must be given to the Director of Transportation in order for the driver to be eligible for a Personal Leave Day.

(a) Personal leave days with pay or without pay cannot be taken just prior to or immediately following school holidays and requested paid vacation days.

3. **Holiday Pay:** Regular bus drivers shall be granted the following paid legal holidays:

   (a) Labor Day
   (b) Thanksgiving
   (c) Friday following Thanksgiving
   (d) Christmas Eve
   (e) Christmas Day
   (f) New Year's Eve
   (g) New Year's Day
   (h) Good Friday
   (i) Memorial Day

4. **Vacation:**
   (a) Regular bus drivers having been employed one (1) year or longer in his/her classification, may use days from his/her accumulated sick leave days for vacation days.

   (b) In using accumulated sick leave days for vacation, the driver must give the Director of Transportation five (5) working days notification in writing is he/she desires to request paid vacation days.

   (c) Vacation days cannot be taken just prior to or following Holiday's (as stated in Paragraph 3 above), nor prior to, or following personal leave days.

5. **Snow and Ice:**
   (a) Snow Emergency Days: When the Superintendent of the Bendle Public Schools cancels school due to a "snow day," and professional teaching staff and custodians are not required to report for work, bus drivers will not be required to report to work and will be reimbursed for a normal run (up to (2) days). However, should professional teaching staff and custodians are required to report to work, bus drivers will not be reimbursed.

   (b) Notification is defined as:
      1. Official school closing information as carried on Flint radio stations – WFDF, WWCK, WCRZ, WKMF, WIOG, and OLDIES 96. Also viewed on Channel 12.

      2. School closing information which is transmitted via telephone directly to bus driver and/or bus driver's residence.

      3. School closing information is transmitted by direct personal contact to bus driver and/or bus driver's residence.

6. **Bus Drivers will receive pay for hours lost based on their regular weekly run when an unscheduled closing of school occurs (added 2006).**

7. Bereavement Leave:
A maximum of (5) days per year will be allowed for death in the immediate family. Immediate family to be interpreted as husband, wife, children, mother , father, sister, brother, mother-in-law, father-in-law, brother –in-law, sister-in-law, grandparents, grandchildren, stepparents, son-in-law, and daughter-in-law.

ARTICLE XXX—HEALTH AND WELFARE

Section A: Health Insurance

(1) The Board shall provide single person hospitalization, medical, dental, and vision care to Regular Bus Drivers. The Bendle Board of Education shall provide the Bendle Public Schools Health Care Plan.

(2) No double health coverage except where spouse's coverage is required by employer's plan. In those cases, coordination of benefits clauses for both carriers will prevail. Only single coverage is available for people potentially covered under another plan. Documentation is required.

(3) Employee's choosing not to have health coverage will receive a monthly cash benefit of $150.00.

Section B: LIFE INSURANCE

Section 1: Group Life Insurance: The Board shall provide, without cost to Regular Bus Drivers working under the conditions of this Agreement, Group Term Life Insurance in the amount of $20,000.00 with Double Indemnity.

(a) **DISABILITY INSURANCE**: The Bendle Board of Education agrees to furnish to Regular Bus Drivers, without cost to the employee, a Long-Term Disability Plan coverage.

Section 2: MEDICAL REQUIREMENTS

(a) Annually, school bus drivers must comply with P.A. 177 (1957) and have certified by a licensed physician that they are "free" from any ailment, disease or defect that might affect his/her ability to operate a school bus safety program. This certification is known as "School Bus Driver Certificate of Medical Fitness."

1. This exam will be reimbursed to the employee once the receipt is given to the business office through the next accounts payable.

APPENDIX "A"
JOB DESCRIPTIONS
SCHOOL BUS DRIVER

BENDLE PUBLIC SCHOOLS
3420 COLUMBINE AVE.
BURTON, MI 48529

EMPLOYEE JOB DESCRIPTION

JOB TITLE: SCHOOL BUS DRIVER

JOB SUMMARY
The school bus driver is responsible for the safe operation and control of the bus and passengers to and from school, to and from athletic contests, to and from field trips, and all other school approved and sponsored activities.

PRIMARY RESPONSIBILITIES
1. Conducts the pre-check bus routine in accordance with safety standards and district procedures.
2. Drives with safety of students always as first priority.
3. Accurately completes transportation forms and maintains records in accordance with district procedures (i.e., lists of bus students, condition of bus, mechanical defects, pre-trip check-off list, report bus accidents, report student injuries).
4. Submits bus safety, routing and maintenance reports to director of transportation.
5. Assists students in mandatory evacuation drills that are required of each driver.
6. Participates in meetings as needed with parents, principals, or other school employees to discuss discipline of students or other problems associated with driving a school bus.
7. Effectively deals with students in accordance with district policy and procedures.
8. Instructs riders as to their proper conduct on the bus.
9. Operates bus on approved time schedules.
10. Follows district procedures and exercises good judgment concerning emergencies, disabled vehicles, and irregular special requests by parents and riders.
11. Complies with all school policies, procedures, and articles of master contract.
12. Must be able to deal with people in a positive constructive manner.
13. Must be able to follow maps and/or written instructions on the best routes to be used to get to a destination.

OTHER DUTIES
1. Takes care of the upkeep on the assigned bus, which includes cleaning seats, sweeping floors.

2. Established favorable working relationships with the other drivers, maintenance personnel, teachers, students, supervisor, principals, and other school staff.

3. Performs other related duties as assigned.

QUALIFICATIONS

Education

High School diploma or equivalent required. Must have a valid Michigan driver license and have the ability to obtain a Commercial Driver License (DCL) and Chauffeur License. Must pass a physical examination required yearly to operate under CDL. Must attend all classes required by the state to obtain and retain the proper license.

EXPERIENCE

Ability to pass a skill driver's test annually. Minimum of one year with a driving record without traffic violations and no one year period of time with six (6) points on driving record. Demonstrates knowledge of rules and regulations established by local, state, and federal authorities.

OTHER SKILLS

Demonstrated ability to make decisions and communicate orally.

ARTICLE XXXII—TERM OF AGREEMENT – Bus Drivers

Section 1:

This agreement shall become effective on July 1, 2026 and shall remain in full force and effect without change, addition, or amendment until the 30th day of June 2028.

Section 2:

Notice of intent to re-open this Agreement for purposes of negotiating a successor Agreement as to wages, hours, and conditions of employment shall be given in writing by the party desiring to "re-open" the Agreement on or before April 15, 2028 and negotiations shall commence as soon thereafter as shall be feasible.

Section 3:

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provisions of this Agreement by either party or by their officers, agent or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

BENDLE TRANSPORTATION UNIT

By: _____
Ms. Tiffany Norello, Transportation Rep.

BENDLE BOARD OF EDUCATION
BENDLE PUBLIC SCHOOLS

By: _____
Mr. David Wallace, President
Bendle Public Schools, Board of Education

By: _____
Mrs. Trisha Cherveny, Superintendent
Bendle Public Schools