MASTER AGREEMENT

between

IONIA PUBLIC SCHOOLS

and

THE IONIA PUBLIC SCHOOLS' BUS DRIVERS

Chapter of Local #1910 AFSCME Michigan 925

Effective:

August 1, 2025
To
June 30, 2028

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ARTICLE 1 -AGREEMENT

This Agreement is made and entered into by and between the Board of Education of the Ionia Public Schools, hereinafter called the "Board" or "Employer and Chapter of Local #1910 AFSCME Michigan 925, hereinafter called the "Union".

ARTICLE 2 - RECOGNITION

The Board hereby recognizes the Union as the sole and exclusive bargaining representative, as defined in Public Act 379, 1965, for all full-time and regular part-time bus drivers and excluding substitutes, supervisors and all others.

The term employee when used hereinafter in the Agreement shall refer to all employees represented by the Union in the bargaining unit.

References to female employees within this agreement shall include male employees.

Substitute employees (including the mechanic and assistant mechanic) are those who are used to replace an absent employee on leave of absence (paid or unpaid), vacation, when regular drivers are not available for extra trips or during periods in which vacancies are being filled.

ARTICLE 3 - AUTHORITY OF BOARD

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, subject to the collective bargaining rights of its employees with respect to wages, hours and other terms and conditions of employment as expressed in Act 379 of the Michigan Public Acts of 1965, and to the limitations described in the specific and express terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

(a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while they are on duty;

(b) To hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their discipline, demotion or discharge, and to promote and transfer all such employees;

(c) To make such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of the district's properties and facilities, and after advance notice hereof to the Union and the employees, to require compliance therewith;

(d) To determine the number and location of specific work assignments, the equipment and procedures to be used, the schedule of duties for each work assignment, and to determine the starting and quitting time and the number of hours to be worked on each shift.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance hereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then to the extent and only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

ARTICLE 4 - EMPLOYEE RIGHTS

A. Non-Discrimination

1. The Board agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining. The Board agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Michigan, or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Union; their participation in any activities of the Union or collective negotiations with the Board, their institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

2. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights she may have under the applicable laws and regulations.

3. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, political activities, color, national origin, age, sex, or marital status.

B. Discipline

1. No seniored employee shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.

2. An employee shall be entitled to have present a representative of the Union during any meeting which may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Such representation must be made within five (5) work days of the request. Should disciplinary action likely occur

at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Board of the right to representation under this provision of the Agreement.

3. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify the employee and the Union in writing of the discharge or suspension.

4. Any driver who refuses or fails to submit to testing under the Omnibus Transportation Testing Act or tests positive for drugs or alcohol shall be discharged and shall have no recourse to the grievance procedure.

C. Files and Records

1. An employee will have the right to review the contents of their personnel records excluding initial references, of the district pertaining to the employee originating after initial employment and to have a representative of the Union accompany their in such review.

2. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the materials in question. Any employee's signature on materials indicates awareness of and not necessarily agreement with the material.

D. For the purpose of assisting an employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Board shall permit an employee and/or a Union representative access to and the right to inspect and acquire copies of their personnel file and any other files or records of the Board which pertain to the employee or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

ARTICLE 5 - UNION RIGHTS

A. Special Conferences

Special conferences for important matters will be arranged between the Union Representatives and the designated representative of the Board upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of the Board.

B. Bulletin Boards and School Mails

The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials. The Union shall also have the right to use the school mails to distribute Union material.

C. Use of Facilities and Equipment

The Union shall have the right to use school facilities for meetings and school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment. The Union's use of email and internet resources is subject to the District's Acceptable Use Policy and user agreements, the Universal Service Fund Rules, Child Protection Act and Internet Protection Act and the Michigan Campaign Finance Act.

D. State and National Union Representatives

Duly authorized representatives of the state and national levels of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with nor interrupt normal school operations.

E. Union Representation

There shall be one (1) steward and one Chapter Chairperson for the purpose of employee representation. The Union shall furnish in writing, to the Board, the names of Stewards upon their election or appointment. Within reasonable time limits, stewards, during working hours, without loss of time or pay, may represent employees and investigate and present grievances to the Board. Should it become necessary for a Steward to leave their place of work in order to represent an employee or investigate a grievance, the steward shall notify their supervisor and give the name of the employee she is going to see. The Steward shall notify the supervisor upon their return to work.

F. Relevant Information

The Board agrees to furnish, in the form in which it is available in the records of the district, to the Union in response to reasonable written request from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations, as required by law and other information necessary to contract administration and collective bargaining. Costs of materials for duplication of such information and other reasonable costs shall be borne by the Union if documented and requested by the Superintendent.

G. Bargaining Unit-Work

(1) Coaches, teachers, administrators, volunteers, or other individuals shall be permitted to transport students in cars, buses or vans to extra trip related activities.

(2) Classroom instructors may drive a bus, car or van in conjunction with their assignment (e.g., building trades teacher, agricultural teacher).

(3) The above referenced provisions relating to employees and volunteers driving busses will not be operative if the employee or volunteer is not included in the pool of employees tested for drugs and alcohol under federal law.

H. The Employer shall provide, at no cost to the Union, up to a total of five (5) working days per year of released time to attend a function of the Union, such as conferences, training sessions, and conventions. No more than two (2) unit members at any one time may utilize such released time.

ARTICLE 6 - PAYROLL DEDUCTIONS

Upon written authorization from the employee, the Board shall deduct from the wages/salary of the employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Union and the Board.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. Definition: A claim or complaint by an employee or group of employees that there has been a violation, misinterpretation, or misapplication of the provisions of the Agreement.

The discipline or termination of services of any probationary employee shall not be the basis of any grievances filed under the procedure outlined in this Article.

Any dispute involving the timing of a run will be subject to the grievance procedure but only up to the mediation level.
No grievance may be filed alleging that statutory rights referenced within this Agreement have been violated.

B. General Conditions

A written grievance shall be filed on a form provided by the Union.

Any written grievance not filed in accordance with the requirements of this article shall be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
The term days as used in Article 8 (Grievance Procedure) shall be defined as days on which the district's Central Office is open. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.

Grievances shall be signed by the grievant(s) or the Chapter Chairperson or Steward.

Grievances not within the power of the immediate supervisor to resolve may be entered at formal Level Two (2) of the procedure.

C. Hearing Levels

Level 1

When a cause for complaint occurs, the affected employee(s) shall request a meeting with the Director of Transportation within fifteen (15) days from the date of the alleged occurrence of the event upon which the complaint is based in an effort to resolve the complaint. The Union may be notified and a representative thereof present with the employee at such meeting. If the employee is not satisfied with the result(s) of the meeting, she may formalize the complaint in writing as provided hereunder. If a complaint is not resolved in the informal conference between the affected employee(s) and the Director of Transportation, the complaint may be formalized as a grievance. It shall be submitted, in writing to the Superintendent or his designee, within five (5) days of the meeting with the Director of Transportation and the employee. A copy of the grievance shall be sent to the Union and the Director of Transportation.

Level 2

Within seven (7) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Union on the grievance. The Superintendent or designee, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and the grievant(s).

Level 3

If the grievance is not resolved at level 2, the union may within five (5) days of the determination at level 2, appeal the grievance to mediation through the Michigan Employment Relations Commission in writing with a copy provided to the Business Manager. No individual employee shall have the right to appeal to this level.

Level 4

If the grievance is not resolved to the Union's satisfaction in mediation, the Union may appeal the grievance to arbitration within ten (10) days of the final mediation session(s).

No individual employee shall have the right to pursue a grievance to arbitration under this clause without the approval of the Union in writing.

If the parties can't reach mutual agreement on an arbitrator, the matter will be submitted to the American Arbitration Association, for the selection of an arbitrator in accordance with its rules and regulations. The Demand to Arbitrate must be submitted to AAA within ten (10) days of the initial Level 4 appeal letter.

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

The fees and expenses of the arbitrator shall be shared equally by the parties.

The decision of the arbitrator shall be final and binding upon the parties.

Arrangements will be made for the release of Union witnesses without a loss of pay.

D. For purposes of assisting an employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Board shall permit an employee and/or a Union representative access to and the right to inspect and acquire copies of their personnel file and any other files or records of the Board which pertain to the employee or any issue in the proceeding in question. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.

ARTICLE 8 - EMPLOYEE PROTECTION

A. Any case of assault by a student upon an employee, while on the Board's property or acting in the line of duty, shall be promptly reported to the Board. Moreover, bargaining unit members are required to report assaults "by" employees either upon other students or employees. If a bargaining unit member is a victim of a student assault, this matter will be referred to the Board's insurance carrier for further consideration. Should the Board determine that such a course is necessary, then legal counsel shall be provided to advise the individual of their rights and obligations with respect to such assault and shall promptly render reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

B. In case of an assault by a student on an employee acting in the line of duty, causing damage to the employee's personal property, the Board shall make an equitable financial reimbursement for the repair or replacement of such property up to five hundred dollars ($500.00), unless such loss is covered by insurance or any other source.

ARTICLE 9 - PAID LEAVE

A. General Conditions/Illness and Disability Leaves

1. Paid sick leave days will be accrued at the rate of .05 sick leave hours per hour worked with a maximum of 104 hours total accumulated per year. Sick leave hours shall roll over each year, however, in any event employees may not accumulate more than 190 sick leave hours in total. Sick leave hours shall be utilized in accordance with the Michigan Earned Sick Time Act (ESTA) MCL 408.964 and in addition be utilized by an employee for the following:

   (a) Personal Illness or Disability - The employee may use all or any portion of their leave to recover from their own illness or disability.

   (b) Up to nine (9) days per year may be used for illness in the immediate family. Immediate family is defined as spouse, children, parents and others living in the household. In addition, the employee may choose to use his/her personal leave days as outlined in Section C of this Article.

   (c) For medical appointments for the employee or the employee's immediate family (spouse, children, parents and others living in the household), as well as those outlined in ESTA. In addition, the employee may choose to use his/her personal leave days as outlined in Section C of this Article.

   (d) Sick leave may accumulate for a maximum of one hundred ninety (190) days

2. The Board reserves the right to require a physician's statement prior to an employee's return to work from sick leave for four (4) days or more or at other times when there is reasonable cause to suspect abuse.

B. Jury Duty

In the event an employee is summoned for jury duty or to serve as a witness in a judicial or administrative proceeding, a leave of absence shall be granted for that purpose, provided the employee presents the court order, subpoena, or summons (if one is issued) to the immediate supervisor as far as possible in advance. The employee shall be at work at all reasonable times when not serving in such capacity.

The regular pay of the employee shall be continued during such periods provided the employee signs over any checks received (excluding mileage.) The continuation of wages will not apply where the employee is serving as an adverse witness to the Board.

C. Personal Leave

Employees will be granted two days per year with pay, for activities that cannot be done on weekends or after work. Except in emergency situations, requests for such leave shall be submitted to the Superintendent or his designee at least Seventy-Two (72)hours prior to use, and will only be granted if a substitute driver is available.

Requests for such leave must be accompanied by a written statement giving the general reason for such leave request.

(1) Employees are encouraged to utilize paid personal leave days on non-student days during the school year.

It is expressly understood by way of illustration, that such days shall not be used for the following:

(1) recreational pursuits
(2) seeking other employment
(3) to extend weekends, holidays or vacation periods.

Unused personal leave shall be added to the employee's sick leave accumulation at the end of the year.

D. Funeral/Bereavement Leave

1. An employee shall be allowed at their request up to Five (5) work days with pay , per incident as funeral and bereavement leave for a death of spouse, son or daughter, brother or sister, brother-in-law or sister-in-law, parent or parents of spouse and grandchild.

2. At their request an employee shall be allowed one (1) work day per year without pay as funeral leave to be deducted from their accumulated sick leave for a death of a relative not defined in (1) or (2) above, or a close friend or Union member.

E. Authorized leave time under Article 10 will be charged in increments of one (1) full run.

F. Attendance Incentives

A payment of up to $500.00 will be paid to each driver who has perfect attendance for the entire school year. Perfect attendance shall be monitored and awarded within four (4) periods. Funeral, jury, and court subpoena, approved personal days are not counted as absences.

1st Quarter Measurement Period = $100.00 (Students first day-October 15th)
2nd Quarter Measurement Period = $100.00 (October 16th-December 31st)
3rd Quarter Measurement Period = $100.00 (January 1st-March 15th)
4th Quarter Measurement Period = $100.00 (March 16th-Last Student day)

G. Holidays

1. Paid holidays for bargaining unit members shall be as follows:

Day Before Thanksgiving
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
Day After Christmas
New Years Eve
New Years Day
Day After New Years
Good Friday
Memorial Day
Labor Day

ARTICLE 10 - UNPAID LEAVES

A. General Conditions

1. Leaves of absence without pay or benefits for a period of up to one (1) year in duration may be granted upon written request from an employee without loss or accumulation of seniority for any of the purposes of Section B. The renewal and granting of leaves at the discretion of the Board.

2. Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of said leave.

3. An employee returning from a leave of absence shall be reinstated to the position and classification she held when the leave began, or a like and similar position. At least thirty (30) days prior to the date a leave is scheduled to expire, an employee shall notify the Board of their intent to return to work. Employees may request early termination of such leaves and the Board shall make reasonable attempts to reinstate the employee as soon as possible.

4. An employee failing to return from leave of absence at the date stipulated on the leave request form shall be considered terminated from employment with the Board.

B. Unpaid leaves of absence may be requested for the following purposes:

1. Military Leave - A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be placed in the same or similar position. Employees returning from such leave must provide sufficient proof of discharge. Such leave shall last for the duration of the military service plus forty-five (45) days. If an employee's military service extends more than 180 days, an application for employment must be submitted within 90 days of release from service. Such leave shall be without accumulation of seniority or increment credit.

2. Parental/Child Care - A leave of absence shall be granted to any employee for the purpose of child care. Said leave shall commence upon request of the employee. A pregnant employee may commence said child care leave at their option. Likewise, they may terminate the leave any time after the birth of the child provided that they are physically able to perform their work responsibilities. In the event of the death of the object child of the leave, the leave of absence may be terminated upon request of the employee.

3. Education - An employee shall be granted a leave of absence for the purpose of continuing formal education. Leaves under this provision shall be limited to a total of two years within a five year period.

4. Home Conditions - An employee shall be granted a leave of absence for illness in the immediate family or matters of an urgent family nature. Request for successive leaves under these provisions require the approval of the Board.

5. Illness or disability of the employee (including Workers Compensation).

ARTICLE 11 - SENIORITY

A. Seniority shall be defined as the length of continuous service within the bus drivers bargaining unit.

Accumulation of seniority will begin on the employee's most recent date of hire in the bus drivers unit. In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by casting lots.

B. Probationary employees shall have no seniority until the completion of a forty-five (45) work day probationary period at which time their seniority shall revert to their first day of work. Work days missed will serve to extend the probationary period.

C. The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union.

D. An employee on unpaid leave shall have their seniority "frozen" for the duration of the leave. However, an employee on an unpaid medical leave shall continue to accrue seniority for up to one year, but not for the purpose of advancement on the salary schedule.

E. Seniority shall be lost by an employee upon termination, resignation, retirement from the bargaining unit, or the failure to return from a leave or layoff as elsewhere stipulated in this Agreement. An employee transferring out of the bargaining unit shall retain all rights and benefits accrued while in the bargaining unit upon their return to the bargaining unit.

ARTICLE 12- REDUCTION IN PERSONNEL, LAYOFF AND RECALL

A. In the event it becomes necessary to reduce an entire daily route after the annual bid meeting, the annual bid meeting procedures in Article 16(B)(1) will be utilized.

B. No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff, or, when such thirty (30) calendar day notice is not possible due to circumstances beyond the control of the Board, at the earliest possible date.

C. 1. Employees will be recalled in inverse order of layoff. Recall rights will be limited to the seniority division(s) from which the employee was laid off and remains qualified and such rights are restricted to a period of two (2) years from the effective date of layoff.

2. Recall rights will not be applied to a reduction in hours.

3. In no case shall a new employee be employed by the Board while there are laid off employees eligible for recall under Article 12(C)(1) who are qualified for a vacant or newly created position.

D. A laid off employee shall upon application, and at their option, be granted priority status on the substitute list according to their seniority. Laid off employees eligible for

insurance coverage may, subject to the provisions of the carrier's policy, continue their insurance benefits by paying the regular monthly per-subscriber rate premium for such benefits to the Board. Such payments shall be made through the Board in advance of each period of coverage.

E. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to their current mailing address. A recalled employee shall be given at least seven (7) working days from receipt of notice to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work. Employees recalled to work for which they are qualified are obligated to take said work.

ARTICLE 13 - VACANCIES, ROUTE SELECTION AND SUMMER RUNS

A. A vacancy shall be defined as any daily route, either newly created or a present position that is not filled.

B. Vacancies will be filled as set forth below:

1. The Transportation Director will incorporate A.M./P.M. runs along with noon and shuttles to establish daily bus routes. All runs and shuttles will be incorporated into daily bus route unless there is a time overlap or logistical issue which would prohibit it.

   At the start of the school year, all daily bus routes, runs and shuttles will be selected on the basis of seniority and will be selected in the following order:

   a. A.M./P.M. routes (includes incorporated noon and shuttle runs). A.M./P.M. portions of a route will not be split absent mutual agreement between the parties.

   b. Unincorporated runs and shuttles.

   After the annual route selection meeting, routes can only be surrendered by drivers for good cause.

2. Special education routes will be bid based upon seniority subject to the following:

   a. A driver intending to bid a special education route must notify the Director of Transportation by July 1 in writing of his/her intent to bid a special education route; and

   b. The driver will be notified prior to the bid meeting if there is a lifting requirement or other condition which will disqualify the driver from bidding on the run.

3. a. In the event a driver (hereinafter referred to as the first driver) is on unpaid leave under Article 12 including absences due to a compensable injury under the Workers Compensation Act at the time of the annual run selection meeting, she/he shall have a right to select a route, either in person or by proxy as provided in section 4(d).

b. Until the first driver returns from the leave, the run will be filled by the most senior driver who requests the route. The run(s) of the second driver will be filled by a substitute who will fill the run(s) for the entire duration of the temporary vacancy created by the reassignment of the second driver.

c. Upon the return from leave of the first driver, she/he shall receive the route(s) initially selected at the bid meeting. The second driver shall also be returned to the run(s) initially selected at the bid meeting.

4. a. Drivers will be given at least 14 calendar days prior written notice of the date and time of the bid meeting. The bid meeting will be held at least seven (7) calendar days prior to the start of the student instructional year if the final routing is available.

b. Drivers arriving after the scheduled starting time of the meeting as posted will bid last as if he/she were the least seniored driver.

c. Drivers who miss the bid meeting (except as provided in section d) will be assigned by the district to a remaining run. If such assignment is refused, the driver shall be considered as a voluntary quit.

d. Except as follows, no drivers will be permitted to select routes by proxy:

(1) Only drivers who are hospitalized, seriously ill as verified by a physician's statement, who have a death in the immediate family, or are on jury duty will be permitted to select runs by proxy.

(2) Proxies must be issued in writing and given to the Director of Transportation prior to the bid meeting.

(3) A driver may not submit a proxy for another driver.

5. When a vacancy arises after the annual bid meeting and prior to April 1, drivers may utilize seniority to bid on the vacant route. The route will be posted for five (5) calendar days. The successful bidder will be transferred within five (5) calendar days of the end of the posting period. Only one (1) driver will be

permitted to move as consequence of a vacancy arising after the annual bid meeting. The district reserves the right to utilize a substitute to fill the resulting vacancy for the remainder of the year.

In the event of more than one vacancy arises, the same procedures set forth above will be utilized.

C. Drivers interested in available summer bus driving must sign up with the Director of Transportation by May 15. Summer work will be assigned as follows:

1. First to the most seniored driver with the best attendance record (missed three or less work days under Article 10, Article 12, and Article 22-G) in the current fiscal year.

2. Second to the most seniored driver with the best attendance record who missed more than three work days.

ARTICLE 14 - EXTRA TRIP ASSIGNMENTS

A. 1. The following provisions will apply to the distribution of extra trips:

a. By the annual bid meeting each year, the Director of Transportation will post the dates for bidding on extra trips. There will be at least two (2) meetings per month (September through May). The meetings will be held after the morning runs. The meetings are voluntary and as such will not be compensated.

b. At least twenty-four (24) hours prior to the meeting, the list of runs to be bid at the meeting will be posted.

c. A driver must be in attendance at the meeting to bid on a trip. Exceptions will be made to vote by proxy for drivers absent on the day or unable to attend due to another extra trip obligation. Proxies must be in writing and submitted to the Director of Transportation prior to the meeting and will identify the specific trips the driver wants. A driver may not submit a proxy for another driver.

d. Subject to the restrictions set forth in Section F below, extra trips shall be assigned at the meeting on a seniority based rotation. The rotation list shall align bus drivers by seniority. The driver selected to fill an extra trip assignment will be the most seniored driver bidding at the meeting for the extra trip who falls next in line on the rotation list below the last driver who accepted an extra trip.

If a driver declines to select a trip when it is their turn in rotation, the driver will not be permitted to select any trips for the balance of that bid meeting.

Extra trips left after the bidding may be assigned at the option of the Director of Transportation to either a non-unit member or a regular driver (unless prohibited under F-2 below) and such decision will not be subject to the grievance procedure.

e. The rotation list shall start from the top of the list at the start of each school year.

f. 1. Drivers may not accept an extra trip if he/she has a conflicting regular run assignment when compared to the departure time of the extra trip. The regular run assignment schedule is the time established by the Director of Transportation and includes the ten (10) minute pre and post trip time per run. The departure time of the extra trip is established by the transportation supervisor and includes the mandatory pre-trip time.

2. When there is an extra trip departure time that conflicts with all the regular run assignments of all drivers within the bargaining unit, it will be assigned to a driver outside of the unit. Under no circumstances will a regular driver be assigned to the extra trip in the absence of a substitute in this instance.

3. Where an extra trip is posted for consideration by regular drivers who do not have a conflicting regular run assignment time given the scheduled departure time of the extra trip and all these eligible drivers decline to bid on the extra trip, it will be assigned to a driver outside of the unit.

2. Trip requests that are received into the Transportation Office between meetings will be assigned by the Director of Transportation and will not be subject to the posting procedures. The trips will be assigned to bargaining unit members who have signed the list for drivers who are willing to accept trips with short notice given. Individuals refusing one (1) short notice trip will be removed from the list by the employer for the remainder of the academic period (i.e., semester or trimester).

3. Any driver who requests and accepts a trip and later turns it in, will not be eligible for trips under section (A) (1) or (2) for the three (3) following trip bid meetings.

B. Any driver who misuses the rotation list will have his/her name taken off the rotation list for the balance of the current school year.

C. If an extra trip is canceled and notice is not received in time for the driver to complete his/her regular route, the driver will not suffer a reduction in pay. The driver, in such instances, may be assigned substitute driving work on another route at the option of the Director of Transportation.

D. In the event the district elects to split an extra trip, it shall be posted as two (2) separate parts and the driver who is eligible for the trip may take either or both parts of the split. The driver will receive a minimum of ninety (90) minutes pay for each half of the trip at the extra trip rate.

E. Any errors made in the implementation of the extra trip rosters will result in the driver being placed next in line.

F. If an extra trip request requires multiple buses and following the assignment of the trips, the number of buses requested is reduced, the least senior driver initially selecting the extra trip will not drive the trip, but will be paid in accordance with Section C above.

ARTICLE 15 - WORKING CONDITIONS

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

B. The normal work week for all employees is Monday through Friday.

C. Employees shall have access to rest areas, lounges and restrooms for Employee use.

D. The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employees assigned work area. The Board or its designated representative shall take reasonable steps to relieve the employee of responsibilities with respect to students who are disruptive or repeatedly violate rules and regulations.

E. If business related travel is authorized by the district in the employee's personal vehicle, the employee will be reimbursed for mileage at the per mile rate established by the IRS.

F. No employee will be eligible to hold more than one (1) position by virtue of this Agreement if there is a scheduling conflict or if the assignment results in the payment of overtime.

Work hours may not be combined for benefit eligibility.

No employee holding more than one (1) position will be authorized to accept overtime, extra hours or extra trips if it interferes with the other assigned responsibilities.

ARTICLE 16 - SCHOOL CLOSINGS

A. When school is cancelled prior to the start of the driver's work day, employees are not to report to work and shall receive pay, provided that such days qualify for the receipt of State Aid under Section 101 of the State Aid Act.

B. When school operations are closed due to inclement weather during the employees' regularly scheduled work day, employees shall be permitted to leave work without loss of salary for the time actually worked that day. It is understood that consistent with the individual(s) assignment, employees shall remain long enough to take care of required responsibilities.

C. The provisions outlined in A and B above will also be utilized in the instance of other school closings due to conditions beyond the district's control on scheduled days of student instruction.

ARTICLE 17 - COMPENSATION

A. The following conditions shall apply to all overtime work:

1. All overtime must have prior approval of the Director of Transportation.

2. Time and one-half will be paid for all hours worked over forty (40) hours in one week.

B. Step advancement on the pay schedule will only be granted at the start of the student school year and will further only be granted to employees who worked at least ninety (90) work days as a regular bargaining unit member in the preceding school year.

C. Any amounts owed for insurance benefits or overpayments in wages made under the terms of the Agreement will be payroll deducted as a condition of the master contract pursuant to the authority and limitations set forth in MCLA 408.477.

D. Drivers will be paid at the regular driving rate for required meetings and time previously authorized by the Director of Transportation to view videos in conjunction with the investigation of student discipline cases.

E. Drivers assigned to learn a new route (driving & contacting parents) will be paid $75.00 provided they have prior approval from the Director of Transportation.

F. Breakdown time on regular runs shall be paid at the regular driver rate per hour for time beyond the regularly compensated trip time.

G. The district will reimburse a regular bus driver for the cost of obtaining a Commercial Drivers License (C.D.L.). In the event the driver severs employment (except for retirement) prior to the expiration year of the license, the district will be reimbursed on a prorated basis for the remaining year(s) of the license. The district may elect to payroll deduct the prorated reimbursement from the driver's last paycheck.

H. The district agrees to reimburse regular bus drivers for the cost of attaining a physical examination required by the State of Michigan to drive a school bus provided the physical is obtained through the District's physician. If a driver uses a personal physician, the district will reimburse up to $100.00 for a physical exam.

ARTICLE 18 - HEALTH INSURANCE

1. Health insurance will be offered, as required, to members of the Bargaining Unit pursuant to the Patient Protection and Affordable Care Act (PPACA), and to the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier.,

   Consistent with PA 152, the "monthly cost" shall include fees, assessments, commissions, and taxes which come from the insurance carrier, company, agent, Health Insurance Claims Act, or the PPACA, and any other costs required to be accounted for pursuant to PA 152.

2. The plan(s) shall conform to all requirements of the PPACA, Public Act 152 of 2011 as amended (PA 152), and the IRS Code; including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board. The Board, after receiving input from the Union (which shall be given within Ten [10] days of a request by the District), is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA, PA 152, and the IRS Code, including to avoid any penalties, taxes, or other liabilities chargeable to the Board. Any such adjustments shall be the minimum necessary to comply with the PPACA, PA 152, and the IRS Code, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.

3. All deductibles shall be the responsibility of the individual Employee. Any necessary amounts, 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 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.

4. Employees who have access to another Employee's Board funded insurance shall choose between insurance plans (if more than one option is available).

5. 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.

6. To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance cost 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, by law or regulation. Employees may continue the coverage at their own expense to the extent permitted by law or regulation.

7. The Board shall not be required to remit contributions 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.

8. 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 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. Employees shall be given an opportunity to correct any mistakes. The Board, by payment of its share of the insurance contribution 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 contribution amounts required of it.

9. The Employee shall be responsible for any overpayment of contributions made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.

10. 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 work day of the first full month following their employment. An Employee shall be eligible for Board paid insurance contributions up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis as required by the PPACA under the rules governing the PPACA then in effect.

11. The Board agrees to pay One Hundred Percent (100%) of the employee's vision insurance, MESSA VSP 3 Plus P 250CL effective September 1, 2022.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

A If any provision of this Agreement or any application of this Agreement to any employee or group of employees becomes or shall be found contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications shall continue in full force and effect to the extent permitted by law.

B. Negotiation for a successor agreement between the parties shall begin at least sixty (60) days prior to the expiration date of this Agreement.

C. The Board shall print copies of this Agreement for all members of the bargaining unit and provide ten (10) extra copies to the Union.

D. The Board and the Union recognize that this Agreement supersedes Board policy, past practice, individual contracts, and previous understandings and agreements.

E. The parties mutually recognize that strikes by employees are contrary to law and public policy. They further agree that differences shall be resolved by peaceful and appropriate collective bargaining processes without interruption of the school program. Therefore, the Union agrees that no employee shall strike as defined by Act 379 of the Michigan Public Acts of 1965, as amended, during the term of this Agreement. Any employee who is claimed by the Board to have violated this provision shall be accorded all of the procedural rights under Section 6 of said Act in connection with any discipline or discharge which the Board may desire to impose. The Union will use the means at its disposal to assist in terminating actions in violations of this section.

F. An employee who has been employed for at least two (2) years may request up to ten (10) work days off per year on an unpaid basis. Such days off will not be granted in less than three (3) work day blocks of time. Such requests must be submitted in writing to the Superintendent at least thirty (30) calendar days in advance of the requested days and must state a general reason for requesting the leave. The granting of such leave times is subject to the approval of the Superintendent and the denial is not subject to the grievance procedure.

Any deviations from the terms of this provision are subject to the approval of the Superintendent and Chapter Chairperson.

With good cause shown the thirty (30) day requirement may be waived.

G. The drivers and the Union recognize that while the primary purpose for installing video camera(s) is to assist in the enforcement of the student code of conduct, the video tapes

may influence decisions made regarding the issuance of employee discipline and/or evaluations. Any discipline issued to employees will be consistent with Article 4(B).

H. Route directions will be provided each year. Drivers are responsible to keep route directions updated.

I. Drivers are responsible for a complete checkout of the bus before and after every trip in accordance with procedures established by the district.
Each run set forth in the bus driver's salary schedule includes ten (10) minutes pre/post-trip. (Fifteen minutes in the instance of extra trips). These times are also considered as including time related to fueling the busses.

Drivers are responsible for cleaning the interior and exterior of the bus, windows and mirrors.

Failure to perform a pre-trip and post-trip inspection or complete cleaning responsibilities may subject a driver to discipline up to and including discharge.

J. Drivers are responsible for contacting the Director of Transportation as early as possible, but no less than one (1) hour in advance of being unable to perform their job, except in case of emergency. The Employer shall be responsible for acquiring substitutes to replace absent drivers.

K. An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

ARTICLE 20 - DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the Union and the Board, and shall remain in effect through June 30, 2028. Extensions of the Agreement shall be made only by mutual written agreement between the Union and the Board.

Union:

Chapter Chairperson

8-20-25
Date

For the Employer:

Superintendent

8-20-25
Date

APPENDIX A – LONGEVITY AND PAY TABLE

All employees shall be granted longevity pay as follows:

a. Completed 10 years' service in this school district, $200.00 annually.

b. Completed 15 years' service in this school district, $250.00 annually.

c. Completed 20 years' service in this school district, $300.00 annually.

d. Completed 25 years' service in this school district, $350.00 annually.

e. Completed 30 years' service in this school district, $400.00 annually.

BUS DRIVER PAY TABLE
HOURLY RATES

	Route Rate	Special Ed Lift Bus Routes	Trip Rate
*2025/2026	$21.75	$22.75	$21.00
*2026/2027	$22.75	$23.75	$21.00
*2027/2028	$23.50	$24.50	$21.00

Shuttles will be paid at the regular run rates, but will not be subject to the 90-minute minimum.
*Rate changes shall commence at the start of the student school year.