PORTLAND PUBLIC SCHOOLS

Master Agreement

Between

The Board of Education

And

The Portland Public Schools Transportation Chapter of AFSCME Michigan 925, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO

2025-2029

TABLE OF CONTENTS

AGREEMENT 1

WITNESSETH 1

ARTICLE 1 - RECOGNITION 1

ARTICLE 2 - EMPLOYER RIGHTS 1

ARTICLE 3 - SPECIAL CONFERENCES 2

ARTICLE 4 - UNION REPRESENTATION 3

ARTICLE 5 - GRIEVANCE PROCEDURE 3

ARTICLE 6 - DISCHARGE AND SUSPENSION 5

ARTICLE 7 - SENIORITY 6

ARTICLE 8 - SENIORITY LISTS 7

ARTICLE 9 - ROUTE RELATED PROCEDURES 7

ARTICLE 10 - UNPAID LEAVES OF ABSENCE 8

ARTICLE 11 - PAID LEAVES 9

ARTICLE 12 - SPECIAL TRIPS, SHUTTLE RUNS AND SUMMER 11

SPECIAL EDUCATION RUNS 11

ARTICLE 13 - EMPLOYEE PROTECTION 12

ARTICLE 14 - NEGOTIATING PROCEDURES 12

ARTICLE 15 - MISCELLANEOUS 12

ARTICLE 16 - UNION ACTIVITIES 14

ARTICLE 17 - MECHANIC PROVISIONS 15

ARTICLE 18 - DURATION OF AGREEMENT 18

APPENDIX A - WAGES 19

APPENDIX B - GRIEVANCE REPORT FORM 20

AGREEMENT

This Agreement is entered into between Portland Public School District Board of Education (hereinafter referred to as the "Employer" or "Board") and Portland Public School District Employees affiliated with AFSCME Michigan 925, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH

Whereas, the Employer has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Union as the representative of its bus drivers with respect to hours, wages, terms and conditions of employment, the parties have reached agreement on all such matters and desire to execute this contract covering such agreement.

ARTICLE 1 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the terms of this Agreement of all employees of the Employer included in the bargaining unit described below; excluding substitutes, supervisors; and all other employees of the Employer.

All regularly scheduled and certified school Bus Drivers, Van Drivers, and the Head and Assistant Mechanic employed by Portland Public Schools, excluding supervisory employees.

A substitute shall be defined as one who works in the place of a regular employee on a temporary basis.

Employees may hold more than one position with the employer provided 1) it does not create an overtime situation, unless previously approved by the Employer; 2) the schedules do not conflict and 3) that hours cannot be combined for the purposes of insurance benefits.

ARTICLE 2 - EMPLOYER RIGHTS

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer 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. Such rights shall include by way of illustration and not by way of limitation, the right to:

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

2. Continue its rights of assignment and direction of work of all its personnel; determine the hours of work and starting times and scheduling of all the foregoing; 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, subcontract, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees within their respective classifications, determine the size of the work force and to lay off employees.

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

5. Determine the qualifications of employees, including physical conditions.

6. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or location or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

7. Determine the placement of operations, production, service, maintenance, or distribution of work, and the source of materials and supplies.

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

9. Determine the size of the management organization, its functions, authority, and amount of supervision and table of organization.

B. The exercise of the foregoing powers, rights, duties and responsibilities by the Employer and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Employer except as otherwise abridged by the express provisions of this Agreement.

ARTICLE 3 - SPECIAL CONFERENCES

By mutual agreement, special conferences may be held during the life of this Agreement between the Union and the Employer, or their designated representative(s).

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Conferences shall be held at a mutually-agreed time and date.

Designated representatives for the purpose of this Article shall be construed to mean employee or non-employee representatives.

The Union representatives may meet at a place designated by the Employer on the Employer's property for one-half (1/2) hour immediately preceding the conference with the representatives of the Employer for which written request has been made.

ARTICLE 4 - UNION REPRESENTATION

A. Chief Stewards, Alternate Stewards and Chapter Chairperson.

The employees covered by this Agreement will be represented by one (1) Chief Steward and one (1) Chapter Chairperson and one (1) Alternate. The Union shall have the exclusive right to appoint such Steward.

1. The Employer will be notified in writing of the names of the Chief Steward, Chapter Chairperson and Alternate Steward who will serve only in the absence of the Chief Steward or Chapter Chairperson by September 1 and as changes occur after that date during the year.

2. As a general rule, the Chapter Chairperson or Chief Steward will investigate and present grievances on his/her own time. However, whenever the Employer requests the presence of the Chapter Chairperson and/or the Chief, or schedules a conference during working hours, the Chapter Chairperson and/or the Chief Steward will be allowed time off without loss of time or pay.

B. Union Bargaining Committee.

1. Employees covered by this Agreement will be represented in negotiations by up to three (3) negotiating committee members.

2. If bargaining by the parties conflicts with regular work hours, members of the bargaining committee shall suffer no loss of time or pay.

ARTICLE 5 - GRIEVANCE PROCEDURE

A grievance shall be an alleged violation of the express terms of this contract or a dispute over its application. The Chapter Chairperson and/or Chief Steward may file a grievance on behalf of the Union if the alleged violation affects bargaining unit integrity or the entire bargaining unit.

An alleged violation of any written policy or written rule or condition of employment will be the subject of a Special Conference as described in Article 3.

STEP ONE. If an employee feels he/she has a grievance, the employee shall discuss the grievance with the Chief Steward. The Chief Steward will discuss the grievance with the immediate supervisor. If the matter is not thereby disposed of, it will be submitted in written form by the Chief Steward to the immediate supervisor within fifteen (15) working days from the date the grievance occurred.

Written grievances shall be submitted on the standard Michigan Council #25 Grievance Report Form and shall be as complete as possible. The written grievance shall be signed by the grievant or grievants. The immediate supervisor shall answer the grievance in writing within fifteen (15) working days.

STEP TWO. If the grievance has not been settled, it shall be presented in writing and signed by the grievant to the Superintendent within fifteen (15) working days after the supervisor's response is received. A grievance conference shall be held within five (5) working days if requested by the Union or the Employer. The Superintendent shall respond to the grievance in writing within fifteen (15) working days from the date received or fifteen (15) working days from the conference, if held.

STEP THREE - ARBITRATION

If, at the conclusion of the above meeting, the dispute remains, the Union shall, within thirty (30) calendar days serve written notice to the Employer of its intent to arbitrate the dispute by filing a demand to arbitrate the Michigan Employment Relations Commission.

The fees and approved expenses of the arbitrator will be paid equally by the parties, except that each party shall assume its own costs for representation including any expense of witnesses.

Witnesses, under this Employer, requested by the Union, shall be released from work for the arbitration.

POWER OF THE ARBITRATOR

A. The arbitrator shall be empowered to decide disputes about the interpretation or application of the clauses of this Agreement, and about alleged violations of the Agreement. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator substitute their discretion for that of the Board of Education or the Union where such discretion has been retained by the Board or the Union, nor shall he/she exercise any responsibility or function of the Board of Education or the Union, nor shall the arbitrator have the power to establish or change any salary schedules, nor shall the arbitrator have the power to interpret any state or federal laws. However, he/she shall be empowered to reverse or sustain an unjust disciplinary action.

   If either party disputes that the matter is not subject to arbitration under the terms of this Agreement, that dispute shall be submitted to an arbitrator as a separate

issue. The arbitrator who rules on the arbitrability of the matter shall be banned from ruling on the merits of the grievance, unless there is mutual agreement of the parties involved.

He/she shall have no authority to award a monetary judgment retroactively to a date earlier than the alleged violation or where there has been no monetary loss.

Any grievances which are similar in nature may be heard simultaneously by the arbitrator, upon written consent of the Board and the Union.

The decision of the arbitrator shall be final and binding on the employees, the Union and the Board; any decision of the arbitrator shall be implemented forthwith, however the parties retain the right to appeal to a court of competent jurisdiction.

B. The failure of the Union to appeal, at any step of the grievance procedure, within the specified time limits, shall be deemed to be settled on the terms of the Employer's last answer. If the Employer does not respond in a timely manner, the Union may appeal to the next level within the appropriate number of days from the date the answer was due. Any grievance may be withdrawn, without prejudice, at any stage of the grievance procedure upon mutual consent of the Union and the Board. The financial liability of either party shall be limited to those specified in this Article.

C. The time limits specified herein for movement of grievances through the process shall be strictly adhered to; however, they may be relaxed or extended by mutual written consent of the parties.

D. For purposes of this Article "calendar days" shall be construed to mean weekdays, excluding Saturday, Sunday and holidays.

ARTICLE 6 - DISCHARGE AND SUSPENSION

A. Discipline shall include oral and written reprimands, suspensions, without pay, and discharge. The discipline of non-probationary employees shall be applied in a progressive manner, as applicable. Employees shall not be disciplined in front of other employees, students, or the public.

B. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with the Chief Steward and the Employer will make available a meeting room where they may do so. Upon request, the Employer or his designated representative may discuss the discharge or suspension with the employee and the Steward.

The Employer agrees promptly upon the discharge or suspension of an employee to notify the Chief Steward in writing.

The parties agree that grievances involving discharge shall proceed directly to Step 2 of the Grievance Procedure.

C. In imposing any discipline or discharge on a current charge, the Employer may take into consideration any prior infractions or disciplinary actions in determining whether to take action or what the level of penalty will be. It is recognized that if a grievance is filed and arbitrated, that the arbitrator may review the propriety of considering the prior action.

ARTICLE 7 - SENIORITY

A. The Mechanic shall be on probation for the first sixty (60) active work days of their employment. Time missed will serve to extend the probationary period. Probationary employees are considered employed "at will" and are subject to discipline and dismissal at the discretion of the Employer and shall have no recourse to the grievance procedure.

There shall be no seniority among probationary employees. When employees complete the probationary period, they shall be entered on the seniority list of the unit; and rank for seniority from their last date of hire.

B. For the purposes of this Agreement, seniority shall be defined as the length of continuous service to the Employer within a classification within the bargaining unit since the employees last date of hire.

C. Seniority will continue to accumulate while on paid leaves, unpaid leaves (including worker's compensation) and while on layoff.

D. An employee shall lose all accrued seniority and further employment rights for the following reason:

1. The employee quits, retires or is discharged and the discharge is not reversed through the grievance procedure.

2. The employee obtains a paid or unpaid leave of absence under false pretenses.

3. The employee is laid off for a period of two (2) years from the effective date of layoff.

4. If the employee refuses to submit to testing or tests positive under the Omnibus Transportation Employee Testing Act.

5. If the employee loses their CDL license or the Employer's insurer indicates the driver will not be insured.

ARTICLE 8 - SENIORITY LISTS

The seniority list on the date of this Agreement will show the date of hire and names of the employees of the unit.

The Employer will provide the Chapter Chairperson with an up-to-date seniority list by October 1. If there are no errors identified on the list within thirty (30) calendar days of the date of distribution, the list will be deemed permanently correct. When lists are posted in future years, the only time that can be challenged is the time period since the last posting.

ARTICLE 9 - ROUTE RELATED PROCEDURES

A. In the event a route is permanently altered by fifteen (15) minutes per run or more, a new time will be established. The Employer agrees to notify the affected driver of any need to alter the established time. It is agreed that, when establishing the route every effort will be made to duplicate the normal route and loading.

B. Drivers will be paid on the basis of the established route time. The minimum route time is established at two (2) hours. The Employer reserves the right to combine routes that are less than 2 hours into one route. If there is down time between combined routes, the Employer will pay the hourly rate during that time.

C. Drivers shall be compensated for any time in excess of thirty (30) minutes when a regular run is delayed for reasons over which the driver has no control. Such compensation shall be at the regular run rate and further, if a driver is unable to take the second half of a back-to-back run they shall be compensated at least the amount of the second run.

D. The definition of "Route" shall be a position posted by the Employer. A route may consist of two (2) or more runs. The composition of a route is determined by the Employer.

E. There will be no splitting of routes, unless agreed upon by the Employee and Employer.

F. Substitute positions on noon Early Childhood Special Education, (if qualified and trained) Great Start Readiness Program and Vocational Education runs shall be offered to bargaining unit members on a seniority basis, provided it does not conflict with a regularly scheduled run.

G. Route bidding, based on seniority, will only occur if a route is vacated or reduced by thirty (30) minutes during the prior school year. This bid meeting will occur before the next school year and will be unpaid time unless combined with a required driver meeting.

H. If a bus drivers route is cancelled on any day, other than days in which Portland Public Schools has an inclement weather day, the driver may be required to serve as a substitute or drive a different route at the direction of the Employer.

I. Drivers shall be paid their actual waiting time at the regular run rate when the opening of school is delayed due to unsafe driving conditions.

J. On days when main roads only bussing is implemented due to inclement weather, bargaining unit drivers who are not required to report for work will not receive pay for the day. A bargaining unit driver who is required to report to perform their route, the driver will receive their regular rate of pay for the day. The Director of Operations will have two additional bargaining unit drivers report (based on seniority) to assist as needed. The two additional drivers will be paid at the regular run rate for the hours worked. Decisions under this section are not subject to review through the grievance procedure.

ARTICLE 10 - UNPAID LEAVES OF ABSENCE

A. Family and Medical Leaves: Once each twelve (12) months, an employee, who has worked for the Employer at least one (1) year and for at least 1,250 hours over the previous twelve months, shall be granted a leave of up to twelve (12) weeks for the following reasons:

1. Birth and post natal care of a child.

2. Placement of a child with the employee for adoption or foster care.

3. For a serious health condition that makes the employee unable to perform their job function.

4. To care for a serious health condition of a spouse, son, daughter, or parent of the employee who suffers from an illness, injury, impairment, or physical or mental condition that involves inpatient care at a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider.

Serious health condition shall be as defined in the Family Medical Leave Act.

Employees must exhaust all paid leaves available to them before being eligible for an unpaid family or medical leave.

During family and medical leaves, as defined above, the Employer agrees to contribute to the employee's health coverage when it is made available under the group health plan at a level equal to the level of employer contribution (if any) prior to the commencement of the leave with the employee assuming the cost not covered by the Employer on a schedule determined by the business office.

Extensions of family and medical leaves may be granted not to exceed one (1) year. However, when leaves are extended beyond twelve (12) weeks the

employee will be responsible for the continuation of premiums into group health plans.

B. Leaves of absence of thirty (30) days or less will be requested in writing to the Superintendent at least ten (10) working days in advance, if possible, and the Superintendent will notify the employee in writing of approval or denial within five (5) working days of the request. The denial of such leaves is not subject to the grievance procedure.

C. No extensions to the above unpaid leaves will be granted by the Board.

D. Leave of absence shall be without compensation, sick leave accumulation, accumulation of other benefits and fringe benefits except for medical insurance coverage as defined in Section A, above.

Drivers returning from a leave (or extension) shall be returned to their previously held position.

ARTICLE 11 - PAID LEAVES

A. At the beginning of each school year, each bus driver shall be credited with nine (9) annual leave days. In the case of mid-year resignation or termination the annual leave days will be prorated and deducted from final pay as applicable.

The term "days" shall include the same number and type of trips as does the employee's regularly-scheduled day.

The Head and Assistant Mechanic shall receive annual leave at the rate of one (1) day per month, not to exceed twelve (12) days per year, which may be accumulated to a total of one hundred, twenty-five (125) days.

B. Annual leave may be used only for reasons identified in MCL 408.964 (Michigan's Earned Sick Time Act).

1. Except in the case of unforeseeable need for leave, the employee shall give the immediate supervisor forty-eight (48) hours notice of their intent to use annual leave and shall state, in general terms, the reason for the use. If the need for annual leave was unforeseeable, the employee shall provide notice to the immediate supervisor as soon as practicable.

   Employees who are absent for three (3) or more consecutive days must provide reasonable documentation of the need for annual leave within fifteen (15) days of a request by the employee's supervisor.

2. Bus drivers may use up to nine (9) annual leave days during periods when the Employer is not scheduled to be open for five (5) or more consecutive workdays (e.g., Thanksgiving Break, Winter Break, Spring Break). These days may only be used within the district calendar and may not be applied

to paid holidays or days outside the board-approved calendar. The total number of annual leave days available for use during these designated break periods will be reduced by the number of annual leave days used at any other time during the year.

C. Bus drivers' unused annual leave may be accumulated to a maximum equal to eighty (80) workdays.

D. Any employee who is summoned for jury duty and as a result is unable to work all or part of their normal workday shall suffer no loss of pay. The employee shall advise the Board of any compensation he/she shall receive from the court, excluding reimbursement for travel and related expense. The employee shall be paid the difference between their regular gross pay and the court compensation. Such leave for jury duty shall not be deducted from annual leave.

E. Any employee who is requested to appear as a witness in a court case involving the Employer and at the request of the school attorney or is requested and/or approved to attend an educational conference by their supervisor, shall not suffer a loss of pay and such time shall not be deducted from their accumulated annual leave.

F. Up to five (5) days in the event of a death in the immediate family which necessitates the employee's absence from work, without loss of pay and without deduction from excused leave. Leave days for this section need not be consecutive. Leave requiring more than two (2) days is not guaranteed and will need to be requested in writing with explanation prior to taking the first leave day. Every effort will be made to ensure that the entire time requested off is granted.

Additional time may be granted by the Superintendent in extenuating circumstances or where extensive travel is required. Such time will be without pay or deducted from excused leave.

Immediate family shall be defined as parents, brother, sister, spouse, child, grandchild, grandparents, brother-in-law, sister-in-law, legal guardian, mother-in-law, father-in-law, son-in-law or daughter-in-law of the employee.

G. All unused paid leave accumulated by an employee shall be paid to him/her upon retirement, but not discharge, as follows:

1. After ten (10) years continuous employment one-third (1/3) normal rate.

2. After fifteen (15) years continuous employment one-half (1/2) normal rate.

Years of service is defined as years of continuous service within the bargaining unit but shall not include unpaid leaves in excess of 90 work days or periods of layoff. In the instance of worker's compensation leaves, credit will not be given for time in excess of eighteen (18) months.

H. Bus drivers will be paid on the first three (3) days when school is not in session due to inclement weather. After the first three (3) full days of school cancellation, the employee may elect to utilize a maximum of three (3) annual leave days per year on the fourth or later cancellation days. Days used in this manner will not apply to the three (3) days in Article 11.B.2.

I. Bus drivers shall receive pay for a normal workday, even though no work is performed, for the following holidays:

New Year's Eve, New Year's Day, Memorial Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and Labor Day.

Unless an absence is approved by the Superintendent, an employee must work the day before and following paid holidays in order to be eligible for holiday pay.

If any of the listed holidays shall fall on a Saturday, the employee shall be entitled to the preceding Friday as a holiday. If any of the listed holidays shall fall on a Sunday, the employee shall receive the following Monday as a holiday.

ARTICLE 12 - SPECIAL TRIPS, SHUTTLE RUNS AND SUMMER SPECIAL EDUCATION RUNS

A. All special trips will be assigned to drivers from outside of the transportation unit unless the Transportation Supervisor elects to use the procedures in Section B.

B. Bargaining unit members may be allowed to take special trips provided that said special trips do not interfere with their regular runs.

1. Fifteen (15) minutes is required for show time before each special trip.

2. The driver of special buses must clean their buses at the end of their trip.

3. In the event the transportation supervisor elects to use a bargaining unit member when the subcontractor does not have a driver available, the special trip will be assigned to a bargaining unit member in the following order:

    a. To the driver that the assignment would not result in the payment of over time for that week, and if none exist;

    b. To the driver that the assignment would result in the payment of the least amount of overtime pay for the week.

C. A "shuttle run" shall be defined as the transportation of students within the City of Portland, which is not part of a normal daily bus run. Additional students on a regularly scheduled run, with no need to alter the route, shall not be considered a shuttle run.

Compensation shall be for actual time spent on a shuttle at the extra trip rate with a minimum time of fifteen (15) minutes for each shuttle, excluding pre-trip and cool down (if not in conjunction with a regular run).

D. All special trips that require the use of a Portland Public Schools bus, shall be driven by a qualified school bus driver.

ARTICLE 13 - EMPLOYEE PROTECTION

A. All employees shall be covered by the Employer's general liability and umbrella liability policies, subject to the terms and conditions thereof.

B. All employees shall be covered with workers compensation insurance for work-related injuries and sickness, subject to the terms and conditions of the policy and the applicable laws of the State of Michigan.

C. Any case of employment-related assault upon an employee, during working hours or arising out of an employment situation, shall be immediately reported to the Superintendent of Schools.

When an employee is requested by proper authorities to participate in the investigation or prosecution of any incident, he shall not suffer any loss of pay or benefits.

ARTICLE 14 - NEGOTIATING PROCEDURES

Copies of the agreement shall be available to employees on the District web site.

ARTICLE 15 - MISCELLANEOUS

A. The Union and the Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system.

B. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees

that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

C. Employees will be required to attend staff meetings, as called by the Employer. Employees shall be paid a one (1) hour minimum, at the regular run rate, for attendance.

D. The Employer agrees to abide by applicable federal and state laws with regard to the payment of overtime.

E. Drivers who are required to attend meetings to maintain bus driver certification will be paid at the regular run rate for class hours, but not meal time or driving time. The Employer will provide transportation to such meetings.

F. Drivers may request a copy of any bus repair sheet submitted to the mechanics and may be notified of the repairs done and the date completed.

G. Drivers shall be responsible for exterior washing, cleaning windows, lights, lettering and the interior of the bus. The Employer shall provide a reasonable quantity of cleaning supplies, facial tissues and trash bags for the drivers use.

The supervisor shall determine which buses are to be washed and the schedule for washing. This schedule will ensure that buses are washed monthly. Drivers shall be paid $25.00 for washing the bus. Drivers will not exchange bus washing responsibilities with other bargaining unit drivers without the prior authorization of the Transportation Supervisor.

H. The Employer shall furnish each driver with a personal mailbox for messages, personal mail and payroll checks/receipts.

I. Drivers will suffer no loss of pay for the time necessary to participate in mandated drug and alcohol testing.

J. The Employer shall pay the cost of the CDL license endorsement and required schooling. The Board shall, through a licensed facility, provide mandated DOT physicals. If the employee chooses to have another physician perform the physical the Board shall pay up to $48.00 toward the specific cost of the DOT physical.

If the Employer requires drivers to possess a C.P.R. certificate, the Employer will pay for the required schooling.

K. Upon the request of an employee, the Union or the Employer, the parties will meet and discuss the need of a voluntary exchange reassignment for any reason. Such exchange reassignment may be accomplished upon mutual agreement of the employees involved, the Union and the Employer.

If the Employer transfers employees without a request for non-disciplinary reasons, the transfer will not be done for reasons that are arbitrary or capricious.

L. During the summer months, if the Employer intends to hire temporary summer help, members of this bargaining unit shall be given consideration. Ultimate hiring decisions are the sole discretion of the Employer.

M. If a driver is taken off a run to attend a required meeting, the driver shall suffer no loss of pay.

N. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by an Emergency Manager since those actions are outside of the control of the Employer.

O. The Employer reserves the right without prior notice to and without negotiating with the Union, to exercise any and all options available to the Employer to implement the Affordable Care Act and to change those options from time to time. Any actions under this provision are not subject to the grievance procedure.

P. Employees shall be reimbursed up to $200.00 for prescription glasses and eye exams annually.

Q. Employees shall receive 5% of gross wages as a longevity bonus annually at 10 years of employment; and additional 5% will be received at 20 years of service. Longevity payment is granted at the beginning of the school year following the completion of the 10th and 20th year of continuous employment within the bargaining unit.

R. The Employer agrees to furnish all regularly-scheduled bus drivers with $15,000 group term life insurance.

ARTICLE 16 - UNION ACTIVITIES

A. The Union and its representatives shall have the right to use the Board buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program, with the advance approval of the building principal. The Union shall pay any additional custodial costs incurred.

B. The Union shall have the right to distribute its material to Union members so long as such distribution in no way interferes with the operation of the schools or the work assignments of the members.

C. The Employer will provide the Union with space on a bulletin board in the bus garage which may be used by the Union for posting notices pertaining to Union business.

In the event a dispute arises concerning the appropriateness of material posted on the bulletin board, the Chapter Chairperson will be advised by the Superintendent of the nature of the dispute and the notices in question will be removed by the Union from the bulletin board until the dispute is resolved.

ARTICLE 17 - MECHANIC PROVISIONS

A. A twelve (12) month Mechanic will earn credits towards a vacation with pay in accordance with the following schedule based on date of hire. Vacation time is determined as of June 30 each year and is available to be used the following July 1 - June 30:

Service time shall be defined as the years of continuous uninterrupted service within the bargaining unit. Time on unpaid leave (excluding workers compensation) and layoff shall not be counted.

Service Time	Vacation Days
Less than one year	Pro-rated based on 5 days per year
One year or more but less than five years	10 days per year
Five years or more but less than nine years	15 days per year
Nine years or more but less than twelve years	17 days per year
Twelve years	20 days per year

B. Vacation day requests are subject to the approval of supervisor. Not more than five (5) days each may be approved when students are in attendance. Vacation time should be scheduled at least four (4) weeks prior to the requested starting time if at all possible.

C. When a holiday falls during an employee's vacation, vacation will be extended one (1) day continuous with the vacation.

D. Vacation days may not be advanced.

E. Upon retirement, the Mechanic will receive payment, at the hourly rate, for any accrued vacation time. If Mechanic retires mid-year the vacation time for that year will be prorated based on time worked.

F. In the event the Mechanic becomes ill during his/her vacation, and a licensed physician certifies he/she is unable to continue his/her vacation as planned, he/she will be eligible for annual leave to reschedule the unused portion of his/her vacation.

G. The Mechanic may carry over up to forty (40) hours of his/her annual vacation time until the following year. Such time must be used during the following year.

H. The Employer shall pay the normal day's wages for a workday at the Mechanic's current rate of pay for the following specified holidays, even though no work is performed by the employee:

New Year's Eve
New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day

1. If the above-listed holiday should fall on a Saturday, the Friday preceding shall be considered the holiday, or if the holiday falls on Sunday, the following Monday shall be considered the holiday.

2. Except for the above-mentioned situation, if the Mechanic is required to work on a holiday shall be paid at a rate two (2) times his/her normal rate for his/her regularly-scheduled shift, for the actual hours worked, with a guarantee of at least two (2) hours pay at the applicable rate, but not as an addition to his/her holiday pay.

3. Unless an absence is approved by the Superintendent, an employee must work the day before and following paid holidays in order to be eligible for holiday pay.

J. The regularly-scheduled workweek for a full-time Mechanic shall consist of forty (40) hours and shall begin at 12:01 a.m. on Sunday.

K. The normal workday for a full time Mechanic shall be eight and one-half (8½) consecutive hours which-shall include a one-half (½) hour unpaid lunch period.

L. A full time Mechanic shall receive a ten (10) minute rest period during the first four (4) hours of their workday and one ten (10) minute rest period during the second four (4) hours of their workday; said rest periods shall be taken in the vicinity of the mechanics work location.

M. If school is not in session due to inclement weather the Mechanic will report to work

N. The Mechanic shall be paid at the rate of one and one-half (1½) of his/her regular shift pay for all time worked in excess of forty (40) hours in one (1) workweek, providing that prior approval has been obtained from the immediate supervisor, the Superintendent, or his/her designee. Paid time off, regardless of its origins, will not be counted in computing overtime pay.

O. Uniforms will be provided as follows:

1. A uniform allowance of up to $300.00 annually for the purchase of shirts, pants, coveralls, safety shoes.

2. The Mechanic shall be required to wear the uniforms and shoes provided at all times while at work.

3. Proper cleaning and maintenance of the uniforms and coveralls shall be the responsibility of the Mechanic.

ARTICLE 18 - DURATION OF AGREEMENT

This Agreement may be extended by written agreement between the parties, but shall not be extended orally.

This Agreement shall be effective upon ratification by the parties and shall expire at 12:00 midnight, June 30, 2029.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first written above.

FOR THE UNION:

Paul Hengesbach, Head Mechanic

Craig Lynn, AFSCME Staff Representative

Rebecca Clouse, Bus Driver

Bailey DenHouten, Assistant Mechanic

FOR THE EMPLOYER:

William Heath, Superintendent

Gary Bond, Dir. of Operations

Derrick Stair, Assoc. Superintendent

APPENDIX A - WAGES

HOURLY WAGE				
	2025-2026	2026-2027	2027-2028	2028-2029
RUN	$23.00	$24.00	$24.50	$25.00
TRIP RUN	$22.00	$23.00	$23.50	$24.00
VAN RUN	$18.00	$19.00	$19.50	$20.00
HEAD MECHANIC	$25.00	$26.00	$26.50	$27.00
ASSISTANT MECHANIC	$21.50	$22.50	$23.00	$23.50

APPENDIX B - GRIEVANCE REPORT FORM

EMPLOYEE	DEPARTMENT
CLASSIFICATION	SENIORITY DATE

1. Nature of Grievance:

2. Date and Time of Occurrence:

3. Place of Occurrence:

4. Who Else Was Involved:

5. What Section or Sub-Section of the Contract is alleged to have been violated:

6. What are the Facts Concerning the Occurrence (be specific):

7. What should be done about the Occurrence:

I certify that the above is an accurate and complete statement of the grievance and the relief which I seek.

Signature of Employee	Signature of Employee
Date: _____	Date: _____

ATTACH ALL ANSWERS AND APPEALS TO THIS FORM.