

# **MASTER AGREEMENT**

between the

**BYRON AREA SCHOOLS  
BOARD OF EDUCATION**

and

**BYRON AREA SCHOOLS  
LOCAL 1059.17, AFSCME COUNCIL 25, AFL-CIO  
(TRANSPORTATION)**

**CONTRACT**

**July 1, 2010 – June 30, 2012**

**Ratified by AFSCME December, 2010  
Approved by Board of Education December 13, 2010**

## TABLE OF CONTENTS

ARTICLE		PAGE
	AGREEMENT	3
1	RECOGNITION	3
2	DISTRICT RIGHTS	3
3	UNION SECURITY	4
4	UNION REPRESENTATION AND RIGHTS	5
5	DISCIPLINE OF NON-PROBATIONARY EMPLOYEES	5
6	GRIEVANCE PROCEDURE	5
7	SENIORITY	8
8	LAYOFF AND RECALL	8
9	VACANCIES	9
10	PAID LEAVES	9
11	UNPAID LEAVES	11
12	HOLIDAYS	12
13	INSURANCE	12
14	COMPENSATION	13
15	EXTRA TRIPS	14
16	SEVERABILITY	16
17	ENTIRE AGREEMENT	16
18	PENSION	16
19	CONTRACT LENGTH	16

## AGREEMENT

This Master Agreement entered into between the Board of Education of the Byron Area Schools, hereinafter referred to as the "District" and Michigan Local 1059 of AFSCME Council 25, AFL-CIO - Bus Drivers hereinafter referred to as the "Union."

The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the recognition clause.

The District agrees to make available to each employee a copy of this Agreement upon request through the central administration office and to provide a copy of the same agreement to all new employees entering the employment of the District.

### ARTICLE 1. RECOGNITION

The District hereby recognizes the Union as the exclusive representative for all full-time and regular part-time Bus Drivers employed by Byron School Transportation Department. Excluding: Supervisors and all other employees

### ARTICLE 2. DISTRICT RIGHTS

All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers granted by law, shall remain unaffected by this Agreement. Any additions thereto, subtractions therefrom or revisions hereof, as the same may be made by the Board from time to time, shall remain in full force and effect unless changed by the Board. The above referenced RIGHTS shall only be limited by the expressed terms and conditions of the agreement. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing, being manifestly recognized and intended to convey complete power in the Board, shall only be limited by the express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965, known as the Public Employment Relations Act (PERA). Rights reserved exclusively therein by the District which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the District's business, the equipment, the operations and to direct its working forces and affairs.
2. Continue its right and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. Direct the working forces, including the right to hire, promote, suspend, discipline or discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay-off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.

### ARTICLE 3. UNION SECURITY

- A. All employees covered by this Agreement shall as a condition of continued employment, following thirty (30) calendar days from the effective date of this Agreement or thirty (30) calendar days from their date of hire, whichever is later, pay either:
  1. Union membership dues; or
  2. A Union representation service fee.
- B. The deduction of dues and service fees is required by this Agreement. The District accordingly agrees to payroll deduct dues and representation service fees pursuant to the authority set forth in MCLA 408.477.

Each employee and the Union hereby authorize the District to rely upon and honor certifications of the local Union financial officer or a designated representative of Michigan Council 25, regarding the amounts to be deducted each month.

The District agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

- C. Deductions for any calendar month shall be remitted to the designated financial officer of Michigan Council 25 AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than ten (10) calendar days following the date they were deducted.

The District shall additionally notify the financial officer of the Council of the name and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance.

- D. The Union agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article.

#### **ARTICLE 4. UNION REPRESENTATION AND RIGHTS**

- A. The Union shall designate a Chapter Chairperson and Vice-Chairperson. The Chapter Chairperson or the Vice-Chairperson in his/her absence shall be authorized to represent bargaining—unit employees commencing at Level Two of the grievance procedure detailed in Article 6.
- B. The Union shall designate one (1) steward each for the bargaining unit. The Steward shall be authorized to represent employees within the bargaining unit at Level One of the grievance procedure detailed in Article 6. The Vice-Chairperson shall be authorized to serve at Level One in a building in the absence of the steward.
- C. The Union shall notify the District in writing of persons designated under Sections A and B. The District will not be required to recognize any other employees as duly authorized representative of the union.
- D. The Union will be permitted to post notices within each building in authorized locations. No notices may be posted which are not signed by the Chapter Chairperson or Vice-Chairperson.
- E. Union agents designated in sections A and B shall be released with pay for time spent in grievance hearings with District representatives that are scheduled during the employee's work day.

#### **ARTICLE 5. DISCIPLINE OF NON-PROBATIONARY EMPLOYEES**

- A. Non-probationary employees shall be subject to discipline and discharge for just or reasonable cause.
- B. At the request of an employee, the employee will be permitted to discuss his discipline or discharge with his steward. At the request of the employee or steward, the supervisor will meet with the steward and employee prior to the employee being required to leave the facility in the instance of suspension or discharge.
- C. An appeal regarding disciplinary action will be submitted to Level Two of the grievance procedure within five (5) calendar days.
- D. Probationary employees are considered as employed at-will and subject to discipline and discharge with or without cause.

#### **ARTICLE 6. GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation of the expressed terms of this contract. The following matters **SHALL NOT BE THE BASIS** of any grievance filed under the procedure outlines in this Article:
  - 1. The termination of services of or failure to re-employ any probationary driver.
  - 2. Any matter involving driver evaluation.

B. The unit shall designate the steward and an alternate steward to handle grievances when requested by the grievant. The Board hereby designates the transportation supervisor to act as its representative at level one as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

C. The term “days” as used herein shall mean days in which school is in session.

D. Level One:

A driver believing himself wronged by an alleged violation of the express provisions of this contract shall within five (5) days after its alleged occurrence orally discuss the grievance with the transportation supervisor in an attempt to resolve same. The driver shall identify the discussion as involving a grievance issue. If no resolution is obtained within five (5) days of the discussion, the driver shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two:

A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the unit. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated unit representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the unit secretary, the transportation supervisor, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the unit, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regular Board meeting scheduled at least ten (10) days after receipt of the superintendent's answer.

Level Three:

Upon proper application as specified in Level Three the Board shall allow the driver or his unit representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within two (2) weeks from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than two (2) weeks after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the transportation supervisor, the grievant, and the secretary of the Unit.

Level Four:

Within ten (10) business days, the parties shall attempt to mutually agree upon an arbitrator. If unable to agree, they shall select an arbitrator from the following list. On alternating cases, the Union or District shall be the first to strike the name of an arbitrator. Each party will continue to alternately strike a name until one arbitrator's name remains. The arbitrator will then be jointly notified by the parties of selection and request available hearing dates.

- |                  |                   |
|------------------|-------------------|
| 1. Mark Glazer   | 4. George Roumell |
| 2. David Grissom | 5. Idiko Knot     |
| 3. John Obee     | 6. Elaine Frost   |

The names submitted of eligible arbitrators will be restricted to those arbitrators on the grievance arbitration rosters of the American Arbitration Association or the Michigan Employment Relations Commission. Either party may replace a name(s) it submitted on the above list by notifying the other party in writing in January of any given year or if an arbitrator declines to continue on the panel or cannot otherwise serve. The parties may mutually agree to an arbitrator outside of the list provided above.

E. General Arbitration Provisions

1. The arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
2. No grievance arising subsequent to the expiration date of this agreement shall be arbitrated without mutual written agreement of the parties. Any claim or grievance arising prior to the expiration of this agreement may be processed through the grievance procedure until resolution.
3. The cost of the arbitrator shall be divided equally between the parties.
4. An arbitrator's award in any one case will not require retroactive adjustment in any other instances not within the jurisdiction of that arbitrator.
5. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

F. Restrictions on the Arbitrator's Authority: The arbitrator shall have no power to:

1. Rule on an issue previously barred from the scope of the grievance procedures.
2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
3. Award compensatory or punitive damages.
4. Issue a back pay award for any amount in excess of lost hourly pay rates which would be for a period exceeding twenty (20) days prior to the date the grievance was filed.
5. Establish wage schedule.
6. Rule on an issue involving employee evaluation.

G. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should grievant fail to appeal a decision within the limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred.

H. The Union shall have no right to initiate a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon.

I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations except as agreed by the parties. In such instances, employees will suffer no loss of pay.

J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

## ARTICLE 7. SENIORITY

- A. Seniority shall be defined as an employee's length of continuous service in the District from the employee's last date of hire as a regular employee. Seniority shall not accrue while an employee is on layoff (Article 8) or on unpaid leave (Article 11).

Part-time employees working a full year shall receive a full year of seniority credit. Employees hired during the school year working less than a full work year shall receive a half-year of seniority credit.

Substitute service and service outside of the bargaining unit shall not be counted for purposes of seniority. Employees promoted from within the unit to a non-unit position shall have their seniority frozen.

- B. All newly hired employees shall serve a sixty (60) work day probationary period. Absences during the probationary period shall serve to extend the probationary period. There shall be no seniority granted to probationary employees, however, upon successful completion of the probationary period, the employee's seniority date shall become the initial date of hire as a regular employee.

Probationary employees shall not be entitled to insurance benefits, leave days or holidays. However, upon completion of the probationary period, the employee will be credited with the paid leave days (excluding holidays) which the employee would have earned and vacation credit, if applicable. In the event a probationary employee is absent, the probationary period shall be extended by the period of the absence.

Probationary employees are subject to discipline and dismissal at the discretion of the district and shall have no recourse through the grievance procedure.

## ARTICLE 8. LAYOFF AND RECALL

- A. In the event of a layoff, the following procedure shall be utilized:

### Reassignment within classification

In the event a reduction in staff is implemented, employees in affected positions within the unit shall be reassigned to the position held by the least senior person within the unit working the same number of hours provided he/she is qualified and provided the employee has more seniority and has been in the unit for at least one (1) year. In the event no such position exists, the affected employee will be reassigned to the position held by the least senior person within the unit whose regular schedule of hours is less but most closely coincides with the affected employee's former schedule of hours.

- B. Employees scheduled to be laid off will receive fourteen (14) calendar days written notice of layoff. Such notice will not apply when the layoff is necessitated by millage failures or work stoppage.
- C. Laid off employees will be recalled in inverse order of layoff first to vacancies within the unit from which they were laid off. Recall rights are restricted to non-probationary employees and only for a period of twenty-four (24) months from the effective date of layoff.

Employees will receive a minimum of ten (10) calendar days notice of recall provided that this provision shall not be interpreted to prevent recall with less than ten (10) days written notice upon mutual agreement of the parties. Such notice will be sent first class U.S. mail to the employee's last known address. It is the employee's responsibility to ensure that the employee's current address is maintained on file. Failure to return within the ten (10) day period shall be considered a voluntary resignation. Exceptions may be made by mutual written agreement between the Union and District.



## ARTICLE 9. VACANCIES

- A. The District shall post vacancies within the bargaining unit at the bus garage and central office. Interested personnel shall apply in writing within seven (7) calendar days from the published date of the vacancy notice. The application shall state in writing the qualifications the individual has, which are relevant to the position.
- B. 1. The most senior qualified applicant within the unit in which the vacancies exists will be selected by the District.
2. Except as provided in Section B (1), the selection between internal and external candidates is reserved to the District.
- Order of priority:
- (1.) Internal candidate
- (2.) Qualifications - to be determined for each position by the administration after consultation with unit representatives
- (3.) Process of selection based on district site-based management decision-making procedure - District committee:
- (a.) Review applicants
- (b.) Determine interview candidates
- (c.) Interviews candidates
- (d.) Selects finalists
- (e.) Finalists interviewed by Superintendent or designee
- (f.) Finalist recommended by Superintendent to Board of Education
- C. A successful internal applicant will be placed on a thirty (30) work day trial period in the new position. During the trial period, the employee may elect to return to his/her former position or may be removed from the position based upon unsatisfactory performance. During the trial period, the employee's former position may at the District's option be filled with substitutes, temporary employees or students.
- D. Any individual granted a position under this Article or electing to return to his/her former position under the terms of Section B shall be prohibited from applying for another position for a period of twelve (12) months from the effective date of assignment in the posted position unless the vacancy would be an increase in hours or hourly rate of pay for the employee.

## ARTICLE 10. PAID LEAVES

- A. 1. Subject to the limitations set forth herein, employees will be credited with paid sick leave days according to the following schedule.
- One (1) sick day per month will be added to accumulated sick leave on the first pay in October for employees. No employee shall be granted more than ten (10) sick days in one year. Up to three (3) sick days may be used as personal days.
2. Once the maximum number of sick days has been accumulated, the total sick and personal days for the year will be credited at the commencement of the employee's scheduled work year.
3. Unused leave days may be accumulated to 150 days. Days accumulated over 120 days may only be used in the case of a serious health condition. The Board may request written notification from a doctor. Employees will be reimbursed for unused sick days using the current chart below with a maximum of 100 days with a cap of \$3,600.00.

With the exception of employees who are discharged for reasonable and just cause, employees who have served five (5) or more continuous years of service to the district since the employees last date of hire, who resign or otherwise severs employment (death, permanent layoff or disability) will be paid off at a current rate of pay up to a maximum of \$3,600.00 for accumulated sick leave in conjunction with the following formula: Any person who already has earned credit in excess of this amount will be grandfathered in up to their present level of compensation.

Sick Leave Accumulated	Percent of Daily Rate
0 - 29	45
30 - 43	50
44 - 57	55
58 - 71	60
72 - 85	65
86 - 99	70
100	75

4. Employees hired after the start of a work year will receive a prorated number of paid sick leave and personal leave days.
5. Sick leave accumulation may be utilized for personal illness, injury or illness of a spouse, child or parent.
6. Sick leave time may be used when necessary on Friday before a holiday or Monday after a holiday or a vacation period, however, a doctor's excuse may be required. Employee will not be compensated for said holiday in such instances unless it is a serious illness (e.g. hospitalization, surgery) supported by a physician's statement or approval by the Superintendent.
7. Routine doctor or dental appointments do not qualify for sick leave pay. In special circumstances, when doctor and dental appointments cannot be arranged during non-working hours, employees may be eligible for sick leave pay, with prior approval of the administration.
8. A non-probationary employee who is absent from work in excess of the number of sick days accumulated without receiving supervisory approval is subject to disciplinary action unless the absence is for an FMLA qualifying purpose.

Employees who are absent from work and do not have sufficient leave credits to cover their absences will not be paid for their absence.

9. The District may require a physician's statement verifying illness after three (3) consecutive days. Abuse of the sick leave is proper grounds for disciplinary action up to and including discharge.
- B. Sick and personal days shall not be prorated when changing to position of fewer or greater hours.
- C. Employees will be provided funeral and bereavement leave days not deducted from sick leave accumulation as follows:
1. Bereavement in the immediate family: A maximum of three (3) days per occurrence will be allowed for funerals in the family. Family is defined as husband, wife, child, brother, sister, brother-in-law, sister-in-law, mother, father, parent-in-law, grandparents and grandchildren.
  2. Bereavement pay will not be provided during vacation periods, Christmas, Easter, etc.

- D. Leaves will not be granted for other employment
- E. The Employer agrees that an employee absent from work due to a compensable injury will receive, in addition to Worker's Compensation, an amount sufficient to make up the difference between Worker's Compensation and his regular weekly income. Such differences will be deducted from the employee's sick leave accumulation. Upon exhaustion of the employee's sick leave accumulation, the employee will only be eligible for those amounts provided under the Act.
- F. Employees may be granted up to three (3) days per year to be deducted from their sick leave accumulation for personal business which cannot be done outside of work hours. Except in cases of emergency requests for such leave must be submitted at least 48 hours prior to use. Personal leave time will not be paid the day before or after a holiday unless approved by the Superintendent. The denial of a request by the Superintendent shall not be subject to the grievance procedure.
- G. Employees who are in a branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active summer duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks' pay per year is the limit.
- H. An employee absent from work who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay. An employee absent under this provision who is not empanelled shall report to work.
- I. Probationary employees will receive no paid leave days.
- J. Family and Medical Leave Act: The board and association recognize that the Family and Medical Leave Act of 1993 entitles eligible employees to take up to 12 weeks of unpaid leave in a 12-month period for the birth, care or adoption of a child, or for the care of an immediate family member, spouse, child or parent who has a serious health condition. or when an employee is unable to work due to a serious health condition. Provisions also exist for up to 26 weeks of leave for qualifying exigencies arising in connection with service in the armed forces. The leaves may include by way of illustration; ongoing unpaid leave, leave taken intermittently, or leave on a reduced work schedule. As required by law, insurance benefits will be continued for eligible employees on qualified leaves of absence but, this will in no way diminish rights and privileges already granted in the master agreement.  
  
The Board reserves the right to exercise those rights and options available to those employees under law in the development of policies and procedures for the implementation of the act.
- K. Regular drivers who have perfect attendance – no sick, personal, and unpaid or vacation days - during the first semester of the school year may qualify for a \$100.00 bonus. Regular Drivers who have perfect attendance - no sick, personal, bereavement and unpaid or vacation days - during the second semester may qualify for a \$150.00 bonus. Absences required by the District for training or those for special or extra trips will not be counted.

#### **ARTICLE 11. UNPAID LEAVES**

- A. Leaves of absences without pay or benefits up to one (1) year in duration may be granted at the discretion of the District upon written request from an employee who has been with the district at least (5) years.
- B. Written requests for leaves shall include the reason for the leave and the beginning and ending date of the leave.
- C. Upon expiration of an approved leave, employees will be considered for reinstatement to a vacancy to which he/she is qualified as determined by the district.

- D. If no position is available, the employee will be considered for return to work as if on layoff for a period not to exceed twelve (12) months.
- E. A least thirty (30) days prior to the date a leave is scheduled to expire, an employee must supply the district with written notice of intent to return to work.
- F. Employees on leave may submit a written request to terminate an approved leave early and the district may reinstate the employee prior to the approved termination date of the leave.
- G. An employee's benefits will be terminated when on an unpaid leave unless otherwise required by law. Employees will be provided the option of making their own monthly payments for insurance premiums, provided the district's insurance carrier approves the individual request.

**ARTICLE 12. HOLIDAYS**

- A. Employees will be given nine (9) paid holidays.
 

1. New Years Eve Day	6. Day after Thanksgiving
2. New Years Day	7. Christmas Eve Day
3. Good Friday	8. Christmas Day
4. Memorial Day	9. Labor Day
5. Thanksgiving Day	
- B. Employees shall be paid for holidays at their regular rate based on their regularly scheduled work day excluding shift premiums.
- C. An employee must work his last regularly scheduled day before and after a paid holiday to be eligible for holiday pay or have approval by the Superintendent
- D. Probationary employees shall not receive holiday pay.

**ARTICLE 13. INSURANCE**

- A. The Board will pay the premiums toward the purchase of long-term disability and \$20,000 term life insurance policies, provided the employee(s) are regularly scheduled to and actually work at least ten (10) hours per week and provided the insurance carrier will insure employees working fewer than four (4) hours per day.
- B. All such full-time employees may participate in the District's group health insurance program by agreeing to payroll deductions of the current monthly premium (plus prorated premiums for the months of July and August). Deductions to be made from September through June will cover the months of September through August.  
  
Drivers may be eligible to purchase dental or vision insurance benefits depending on insurance provider's rules.
- C. Employees who are terminated or resign from employment become eligible under the present COBRA Law, to stay with the group plan for eighteen (18) months by remitting such monthly premiums to the District.

- D. In the event of termination of employment for any reason whatsoever, the employee may convert his group term life insurance coverage by making application to the insurance company within thirty-one (31) days of termination.
- E. Any disputes over the policy coverage between the insurance company and employees or their beneficiaries shall be a matter solely between the employee and the insurance company.
- F. Employees may elect to have payroll deductions for a 403(b) tax sheltered program to a participating 403(b) vendor. Please contact the Business Office for a list of current vendors.

**ARTICLE 14. COMPENSATION**

	<u>2010-2011</u> (1%)	<u>2011-2012</u> (.5%)
Bus Drivers – Regular Rate.....	\$16.71/hour	\$16.79/hour
Extra Trip Rate.....	\$12.02/hour	\$12.08/hour

- A. All runs will be a minimum of 1.5 hours/run. Some runs may be less than 1.5 hour and some longer than 1 hour.
- B. Additional time compensated at the following rates:
 

0 – 6 minutes	0.1 hour
7-12 minutes	0.2 hour
13-18 minutes	0.3 hour
19-24 minutes	0.4 hour
25-30 minutes	0.5 hour
31-36 minutes	0.6 hour
37-42 minutes	0.7 hour
43-48 minutes	0.8 hour
49-54 minutes	0.9 hour
55-60 minutes	1.0 hour
- C. The route bid meeting held before the start of the new school year is to be compensated at the regular hourly rate.
- D. All hourly compensation will be increased by two (2) cent(s) per hour per employee’s year(s) of service in the District.
- E. Probationary employees receive 95% of the regular rate.
- F. The Board agrees to pay the cost differential between a regular driver’s license and a C-3 license for regular bus drivers. The total cost of physicals required for the renewal of C-3 license will be reimbursed by the District if the driver uses the doctor provided by the District. Physicals completed by an employee’s individual doctor will be reimbursed up to \$50.00. All drivers will be required to pass a physical from the doctor provided by the District.
- G. The employer requires professional development hours. Professional Development will be paid for up to three (3) hours per day at the regular rate of pay. A maximum of nine hours (three days) of professional development will be paid in a contract year.
- H. Mandatory meetings, including the regular Monday a.m. meetings, will be compensated at the regular rate.

- I. Meetings which may be needed between a bus driver and a parent will be compensated at the regular rate.
- J. When on an extra trip outside the District, the driver is allowed to leave the site of the event for a period of ½ hour for the purpose of eating lunch or dinner. The driver will be allowed to leave only after informing the coach/staff member of the group that is being escorted of his/her destination and also a phone number by which they can be contacted. The driver will be allowed to leave only if the trip is going to be 3.5 hours or more in length. If the trip is longer than seven hours, the driver will be allowed to leave for two meal periods. The driver will be expected to be back from a meal period at least 45 minutes prior to the ending time of the event. In times of inclement weather or other emergency situations the driver may be asked to remain at the site because of possible safety issues.
- K. Drivers will be given a meal allowance of up to \$7.00 per meal for meals that are purchased off site with the number of allowed each day to match customary meal periods. Receipts for each meal will be required.
- L. Drivers will be paid up to ½ per week for bus cleaning. This is to be over and above the regular driving time.
- M. Drivers on an extended trips involving more than one day will be paid for eight (8) hours at the extra trip rate for each day they are with the group involved in the trip. Related expenses such as meals and lodging will either be paid for in advance or reimbursed by the District.
- N. The first four days that school is not in session due to allowable “Acts of God” will be compensated for. All other closing dates will not be compensated for unless they are to be made up.

#### **ARTICLE 15. EXTRA TRIPS**

- A. Drivers who miss regular route to drive trips will be paid at their regular rate for the regular time missed. Additional time will be paid at the trip rate.
    - Example – Trip to Dryden – 8 hour total trip time
    - Departure 2:00 – driver misses the regular 1 hour 40 minute PM route
    - Regular rate for 1 hour 40 minutes
    - Trip rate for 6 hours 20 minutes
- Only non-probationary full-time drivers are eligible for trips unless a full-time employee is not available.
- B. The Supervisor reserves the right to assign any extra trip to first year drivers.
  - C. Drivers are not chaperones and do not have to stay with students unless necessary to ensure the health, safety and welfare of the students. Trips may be split as directed by the supervisor. Split trips will be bid as a whole. Trips that are split will first be offered to the employee next on rotation. If the employee only accepts one run of a split run, it will then be offered to the next driver on rotation.
  - D. The driver must check with the person in charge before leaving with the bus for any reason. The person in charge must have the ability to contact the driver at all times. In case of emergency, drivers must be available and able to be ready to drive within thirty (30) minutes at all times.

- E. Drivers who are driving, and plan to chaperone their own children, must have pre-approval by the Supervisor. Not all trips allow drivers to be chaperones.
- F. When traveling in convoy, drivers must keep 500 feet between buses (approximately 15 buses equals 500 feet). The Supervisor will designate the bus line up.
- G. Drivers must leave at the scheduled time. Drivers are paid fifteen (15) minutes before leave time, and fifteen (15) minutes after. The fifteen (15) minutes before includes pre-trip and load time. The fifteen (15) minutes after is for cleaning the bus.
- H. All trips will be dealt with in rotation fashion. Drivers must be present at the weekly meetings to bid a trip.

I. **EXTRA TRIP MARKS:**

BID DAY to 24 Hours BEFORE DEPARTURE:

“0” = if refused, “X” = if accepted

LESS THAN 24 HOURS TO 6 HOURS BEFORE DEPARTURE:

No “0” if refused, Get “X” if accepted

6 HOURS – 0 HOURS BEFORE DEPARTURE:

No “0” if refused, No “X” if accepted.

DRIVER(S) HAS (SAME TIME) TRIP WHEN ASKED:

If a driver already has a trip and no other trips are available to select, asked driver(s) will receive a “-1”, “-2”, etc. All “-1”, or “-2”, have priority over “C1” trip cancellations and regular bid rotation.

TRIP CANCELLATIONS:

Driver(s) gets a “C1”, “C2”, etc. for cancelled trip(s). Bidding will then start with “-1”, C1”, then will return to regular bid rotation where it left off.

If a trip is returned by a driver for any reason, the driver is to get an “X” on the next week’s bid-board square. Therefore, the next chance to bid for a trip is forfeited.

If a driver has a trip already, the driver will get a “-“ dash.

Should there be more than one dash or cancellation handed out, a numbering system will be added to the “-“ or “C”. (For example: “-1”, “-2” or “C1”, “C2”). Dashes always have priority over cancellations. It is possible to have two (2) or more dashes and or/cancellations in one (1) square. All dashes and cancellations in one (1) square shall be bid from the square.

- J. All extra trips will be paid a minimum of 1.5 hours at the extra trip rate.
- K. NO TRIPS will be traded.
- L. Drivers that show up for an extra trip that has been cancelled will be compensated for one (1) hour of time at the regular rate of pay. Drivers will not be charged for it, and it will be considered a cancellation.
- M. Drivers must NOT stop outside their scheduled route to eat. Meal stops must be pre-approved by the Supervisor on trips.
- N. Drivers are to use their bus trip direction book aboard the bus.
- O. Admission to events: Normally, bus drivers do not pay to get into events. However, at State-held functions, admission is charged. Drivers charged an entry fee when driving on a trip must save the ticket stub and/or get a receipt and declare it on the reimbursement sheet.

P. ROUTE BID MEETING

Regular Runs:

- A. A route bid meeting is held approximately two (2) weeks before the start of the new school year.
- B. All drivers, if interested in bidding for a route, must attend and must be current in all physicals and training before the first day of school.
- C. Route bidding is done on a seniority basis, starting with the driver with the highest seniority making the first bid, second highest seniority driver making the second bid and so on until all runs have a driver.

**ARTICLE 16. SEVERABILITY**

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

**ARTICLE 17. ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alternation or additions, only by a subsequent written agreement between, and executed by duly authorized agents of the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

**ARTICLE 18. PENSION**

Pension is provided through Michigan Public Schools Employee Retirement System (MPSERS)

**ARTICLE 19. CONTRACT LENGTH**

The agreement is for two years expiring on June 30, 2012.

BY \_\_\_\_\_  
 President of the Board

\_\_\_\_\_  
 Vice President

\_\_\_\_\_  
 Secretary

\_\_\_\_\_  
 Superintendent of Schools

\_\_\_\_\_  
 Business Manager

\_\_\_\_\_  
 Administrative Assistant

BY \_\_\_\_\_  
 Chapter Chairperson

\_\_\_\_\_  
 Bargaining Committee

\_\_\_\_\_  
 Bargaining Committee

\_\_\_\_\_  
 Bargaining Committee

\_\_\_\_\_  
 Michigan Council 25  
 Representative