

MASTER CONTRACT BETWEEN
EATON RAPIDS BUS DRIVERS ASSOCIATION

AND

EATON RAPIDS PUBLIC SCHOOLS
BOARD OF EDUCATION

2009-2010

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PREAMBLE:

Whereas, the Board of Education has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its bus driver's personnel with respect to hours, wages, terms and conditions of employment. It is hereby agreed as follows:

ARTICLE ONE – RECOGNITION:

- A. The Board of Education hereby recognizes the Bus Drivers Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Michigan Public Acts of 1965 for all regularly employed and assigned school district bus drivers, excluding supervisors, mechanics, executives, casual employees, and all other employees. The Bus Drivers Association represents the following classifications of bus drivers:
1. **Regular Bus Driver:** One who drives routes where the majority of students are regular or vocational education students.
 2. **Probationary Driver:** One who has been assigned a regular route and has not yet successfully completed probation. Probationary drivers do not have the recourse to the protection of this contract.
 3. **Substitute Driver:** One who is not assigned to a full –time route
- B. The following are the only issues that pertain to substitute drivers under this contract:
1. Wage schedule.
 2. Voting on Association issues.
 3. Holiday pay as stipulated elsewhere in this agreement.
 4. Attendance at safety meetings and compensation for such attendance.
 5. Attendance at parent-student meetings, and compensation for such attendance.
 6. Required physical examinations.
 7. Drug testing.

- C. The Board of Education agrees not to negotiate with any bus driver's organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual bus driver from presenting a difference and having the difference resolved without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- D. Nothing contained herein shall be construed to deny or restrict any bus driver's rights he/she may have under the Michigan General School Laws or applicable laws and regulations. The rights granted to bus drivers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE TWO – BOARD OF EDUCATION RIGHTS:

- A. The Board of Education retains and reserves 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.
 - 1. To executive management and administrative control of the school system and its properties and facilities.
 - 2. To hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees in their own classification.
 - 3. To determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

To require all regular and substitute drivers to undergo annual group drug/alcohol testing as a condition of employment. Furthermore, the Board of Education reserves the right to require testing of individuals at any time that there appears to be reasonable suspicion. It is understood that a positive drug or alcohol test will result in the immediate termination of employment with the district.

ARTICLE THREE - AGENCY SHOP, DUES AND PAYROLL DEDUCTIONS:

- A. All Bus Drivers, as a condition of employment, shall either:
1. Be a member of the Eaton Rapids Bus Drivers Association and pay the appropriate membership dues as determined by the Association payment will be payroll deduction; or
 2. Pay to the Association a Representation Benefit Fee in an amount not to exceed the membership fee.
 3. An employee who fails to meet this condition of employment is subject to discharge at the request of the Association. Employees alleged to be in violation of this provision are entitled to a reasonable (at least 30 calendar days) notice and the opportunity to come into compliance with the requirement to pay membership or benefit fees.
- B. The Board agrees to advise the Association, upon request, of all additions, deletion or changes in the status of members of the bargaining unit.
- C. Deduction of Membership dues and/or representation benefit fees shall be made from employee paychecks in accordance with member's authorization, and consistent with the District payroll procedures. The Board will promptly remit to the Association Treasurer all monies so deducted, together with a list of employees from whom the deductions have been made. The Association will notify the Board within two weeks of any errors. The Board shall only make deductions if the employee has enough pay due to cover such obligation. The board is not responsible for refund to an employee if he/she has overpaid his/her dues or fee (such as by duplicating a check off deduction by direct payment to the Association). The Association shall provide at least ten (10) workdays written notice to the Superintendent of the amount of dues and/or fees to be deducted from the wages of employees in accordance with this Article.

- D. The Association shall defend with attorney(s) selected by the Association, indemnify and save the Board harmless from any and all claims, suits and other forms of liability as a result of complying with the provisions of the Article.

ARTICLE FOUR – DISCIPLINE DISCHARGE:

- A. Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the Association.
- B. The primary purpose of disciplinary action is to correct employee behavior or conduct. Ordinarily, discipline should be progressive in nature, and the selection of disciplinary action in any specific case should be appropriate, taking into consideration the circumstances of the offense and the employee. The following is a series of progressive steps that will serve in most cases:
1. Verbal reprimand(s)
 2. Written reprimand(s)
 3. Suspension(s)
 4. Discharge

These steps should give the employee notice that continued unacceptable conduct or behavior will result in more serious disciplinary action. In cases of more serious offenses, the disciplinary action taken may begin with the written or suspension steps; and, for the most serious offenses, it may be appropriate to impose serious suspension and/or discharge the employee on the first occasion of improper conduct without prior discipline.

- C. Grounds for disciplinary action generally fall into five (5) categories:
1. Attendance problems,
 2. Insubordination,
 3. Unsatisfactory work performance,

4. Misconduct on the job, and/or
5. Driver fails to keep in compliance with the laws, regulations and policies of the State of Michigan and Eaton Rapids Public School District.

In general, acts committed off the job will not be grounds for discipline, unless the results of such act that impair the ability of the employee to perform his/her work; adversely affect the operations of the Eaton Rapids Public Schools, or bring the Eaton Rapids Public Schools into public disrepute.

D. Disciplinary action should be appropriate and take into account both the offense and the employee. Factors that should be taken into account in imposing discipline in each case are:

1. The seriousness and circumstances of the particular offense,
2. The employment history of the employee involved,
3. The recency and nature of prior disciplinary action with respect to the employee, and
4. Prior action involving other employees in comparable situations.

E. Employees shall have the right to have someone from the association and/or legal counsel present at any meeting. It shall be the employee's choice and it will be the employee's responsibility to contact that person.

NOTE: The above procedures do not apply to cases involving probationary employees. Please see Board of Education Policy C-14 for further guidelines.

ARTICLE FIVE-SENIORITY:

After a driver successfully completes probation, he/she will be given a seniority date of the first date actually driven on the regular route. In the event of a tie in seniority, utilizing the date that the employee first worked for the transportation department, including as a substitute shall break the tie.

The seniority list shall be updated yearly and posted in the drivers lounge at all times.

An employee will lose his/her seniority and his/her employment will be terminated if:

1. He/she quits or retires.
2. He/she is discharged under the provisions of this contract.
3. He/she fails to report to work within two (2) days after the termination of a leave of absence.
4. He/she is absent two (2) working days without notification to the supervisor.

ARTICLE SIX-GRIEVANCE PROCEDURE:

A. Informal – Should any difference arise between any bus driver or drivers and the Eaton Rapids Public School District as to the meaning or application of the terms and provisions hereof, such differences should normally be adjusted by direct contact between the driver or drivers and his/her immediate supervisor within ten (10) days of alleged violation.

The Association and the Eaton Rapids School District believe that there should be a sincere effort on the part of each of the parties to settle differences as far as possible in the above manner and in any event, at the lowest level of the grievance procedure possible.

A grievance is a difference involving a bus driver or drivers and the Eaton Rapids School District pertaining to any article or section of the working agreement, (this contract agreement) and wages, hours, or working conditions.

If not so settled, it shall formally be disposed of in the following manner:

1. **Step One** – The difference (hereinafter referred to as the grievance when placed in writing) shall be promptly placed in writing by the grievant (person filing said grievance). This shall be submitted to the district's Transportation Supervisor within three (3) working days of the meeting between drivers and meetings between drivers and supervisor.

The Transportation Supervisor shall submit a written answer within three (3) school days. One (1) copy of his/her decision shall go to the grievant.

2. **Step Two** – If the grievance is not settled in Step One, the grievant shall, within three (3) days after receiving the decision of the Transportation Supervisor, submit the grievance to the Superintendent of Schools or his/her designated representative, who shall, as promptly as possible, but within five (5) days after the grievance is submitted to him/her, meet with that committee and endeavor to settle the grievance.

A copy of the decision shall be delivered to the driver/drivers involve.

3. **Step Three** - At either party's request, mediation may be requested within five (5) days of receiving the Superintendent's decision.
4. **Step Four**– If the grievance is not settled at Step Two or Three,

The grievant shall, within five (5) days after receiving the decision of the Superintendent or the decision of the Mediator, submit the grievance to the Board of Education, who shall, as promptly as possible, within thirty-one (31) calendar days, meet with the grievant in an effort to settle the grievance. A copy of this decision shall be delivered to the Association President and Secretary and to the School Superintendent.

5. **Step Five** – Appeal to Arbitration

- a. If a grievance is not satisfactorily adjusted, and if it involves an alleged violation of the Association a specific article and section of this Agreement, may, within five (5) days after the decision in Step Three is rendered, submit the grievance to arbitration. Grievances, which do not involve alleged violations of a specific article and section of this Agreement may be processed through Step Three, but will not be arbitrable.
- b. The submission to arbitration shall contain a statement of the issue to be arbitrated and references to the specific article and/or section allegedly violated. Parties shall attempt, within twenty (20) days after the receipt of notice of submission, to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, a demand for arbitration shall be filed by the grievant with the American Arbitration Association within twenty (20)

days. The parties will be bound by the rules and procedures of the American Arbitration Association.

- c. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in writing, setting forth his/her findings and conclusions in a case of an alleged violation of a specific article and section of this Agreement.

 - (1) He/she shall have no power to add to, or subtract from, alter, or modify any of the terms of this Agreement.
 - (2) He/she shall have no power to rule on any matter involving the failure to reemploy a probationary bus driver.
- d. At the time of the arbitration hearing, both the Board of Education and the grievant shall have the right to examine and cross-examine witnesses. Upon request of either the Board of Education or the grievant, or the arbitrator, a transcript of the hearing shall be made. The Board of Education and the grievant will have the opportunity to purchase their own copy. At the close of the hearing, the arbitrator shall afford the Board of Education and the grievant a reasonable opportunity to furnish briefs.

The fees and the expenses of the arbitrator and the fees and expenses of the grievant shall be shared equally by the Board of Education and the grievant. The party or parties requesting the transcript, or the party or parties producing the witness or having the representative shall pay the expenses of, and the compensation for, each and every witness and representative for either the Board of Education or the grievant and the expense of any transcript.

- e. The arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by the Agreement, shall be final and binding upon the, the employee or employees involved, and the Board of Education.
- f. Refer to Appendix A for Sample Grievance Form.

As used in this article, the term "days" shall mean:

School "days" during the academic year and days that the central office is open for business during the summer.

ARTICLE SEVEN- LEAVES OF ABSENCE-UNPAID:

- A. NON-URGENT LEAVE** – Requests for non-urgent leave requires supervisor approval and may be approved if the supervisor decides the leave will not hamper operations. The following are examples of, but not limited to, non-urgent leave: personal business, vacation, and personal development.

No leave time will be granted for anything other than sickness or emergency the first week of school.

When approved by the supervisor, a non-urgent leave shall not exceed 90 school days. If the employee returns to work within 30 school days he/she shall resume his/her old route. If the employee returns to work after 30 school days but before 90 school days, the employee will return to work as the most senior substitute driver with his/her pay rate intact. Seniority and longevity will not accrue after the 30th school day. The driver's employment will be terminated if he/she does not return by the 90th school day.

- B. URGENT LEAVE** – Employees shall be entitled to leave for urgent, catastrophic or tragic personal circumstances. The following are examples of, but not limited to, urgent leave: personal medical condition, medical condition of spouse, child, parent, or parent-in-law, birth or adoption. The employee will be required to submit appropriate documentation.

The leave may extend into another school year. If an employee on urgent leave can return periodically or sporadically, school days the employee is absent shall be counted as urgent leave for purposes of the 180 cumulative school days unless the employee is able to return for at least 100 school days before the 180 cumulative school days are reached.

An urgent leave shall constitute a single urgent leave, if the reason(s) the employee is absent relate to the same accident, injury, illness or incident. Thus, an employee experiencing multiple medical problems as a result of an accident, injury, illness or incident shall only be entitled to a single leave.

If the employee returns to work within 90 school days, he/she shall resume his/her old routes. If the employee returns to work after 90 school days, but before 180 school days, he/she may bump the least senior driver with a comparable route with his/her pay rate intact. Seniority and longevity will not accrue after the 90th school day. A sixty (60) day extension may be granted past the 180 days with administration approval for a total of 240 days of urgent leave. If the employee returns to work after the 180th school day, they will drop down to the highest substitute status keeping their rate of pay, seniority and longevity in tact. The driver will lose his/her job on the 241st school day.

Documentation will be required to validate and verify the reason for the urgent leave every 30 days within the leave of absent period.

The Family Medical Leave Act (FMLA) provides that under some circumstances health care insurance benefits may be continued at the District's expense for a limited period of time during a medical leave involving the employee or certain members of his/her family. Additional information concerning rights and responsibilities under the FMLA is available in the Personnel Office and should be carefully reviewed before embarking on a leave.

- C. URGENT AND NON-URGENT LEAVES** - The supervisor may assign the route to a substitute driver as soon as possible after the leave begins. The supervisor may grant leave time to probationary employees. Drivers on a restricted schedule or any leave are not eligible for extra trips. All leave hours are charged to trip sheet. Sick time is not accrued/earned while an employee is on an unpaid leave of absence.

ARTICLE EIGHT – PAID SICK TIME LEAVES:

Each employee covered by this Agreement will be entitled to sick time accumulated in a single sick time bank at the rate of one (1) day per month worked. (10 or more days worked = 1 day sick time. Less than 10 days worked = ½ day sick time). For purposes of this article, a day means the regularly scheduled hours worked in a day.

- A.** Paid sick time shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, injury or for medical, dental or optical treatment. Sick time shall also be

granted when an illness in the immediate family necessitates the attendance of the employee.

B. The administration has the right to place a bus driver on leave time when it is felt the driver may be jeopardizing safety, due to physical or mental problems, if allowed to drive. The drivers accrued sick time will be charged, unless the driver requests the leave to be unpaid.

C.

Employees hired before 1-1-08 with more than five (5) years but **less than 10 years** of service credited toward his/her Michigan School Employees Retirement Program will receive **50%** of his/her present wage scale per unused leave time days accumulated to a maximum of **750** hours upon termination of employment.

Employees hired before 1-1-08 with more than ten (10) years of service credited toward his/her Michigan School Employees Retirement Program will receive **100%** of his/her present wage scale per unused leave time days accumulated to a maximum of **425** hours upon termination of employment.

It shall be the responsibility of the employee to provide the evidence of years of service credited toward his/her Michigan School Employees Retirement Program.

D. An employee shall not be able to draw sick time benefits while receiving workers' compensation benefits.

E. Personal Business Day – Up to one (1) day per year with pay may be used for the conducting of personal business, which cannot be conducted on other than a workday. All requests for use of a personal business day must be submitted, in writing, to the transportation supervisor on the official request form at least one (1) day in advance of the date on which the employee desires the leave to commence. **Personal business day must be used by April 30th**. The supervisor may waive the April 30th date for good cause. In an emergency circumstance, a personal business day may be granted on the day prior to or immediately following scheduled school vacation or holiday periods. Verifiable documentation will be requested and attached to said form. Each

incident will be addressed on a case-by-case basis with no precedence being established. Entitlement to a personal business day shall be subject to the expressed written approval of the transportation supervisor and the discretion of the superintendent. Personal business days are not accumulative.

F. Driving Partial Runs - When a driver request part of their run off, (ex:driving H.S and want the Ele. off) they will only be paid their actual driving time, not the 1.5 minimum .

ARTICLE NINE – FUNERAL LEAVE:

Funeral leave shall consist of three (3) school days paid leave (not accumulative) per year for each member of the employees immediate family (wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, grandparent-in-law and grandchildren). Funeral leave may be added for others at the discretion of the Superintendent. Leave must be taken during the employee's regularly scheduled work year, and funeral leave must be taken at the time of the death and/or funeral.

ARTICLE TEN – ROUTES AND TRIPS:

Each driver will be entitled to keep the routes that are assigned to him/her upon the closing of school the previous year if he/she so desires.

Drivers presently holding a route and wishing to change may, prior to the start of the school year, place his/her route on a list to be rebid, by seniority, by the drivers desiring change.

Summer School Routes will be chosen by seniority. Summer School routes will be charged to extra trip hours.

Route Vacancies:

Vacant and New Routes will also be bid by seniority.

If a route becomes vacant after the start of the school year it will be filled according to the procedures listed below:

1. Route vacancies will be posted on the white board for three (3) business days with the time of the posting. (A business day equals 24 hours.)
2. Any interested driver must sign and date the posting within that time.
3. The posting will be assigned to the driver with the most seniority.
4. The new assigned driver will have a three (3) business day trial to drive the new route.
5. At the end of the trial period, the newly assigned driver may choose to keep the new route or go back to the previous route.
6. If the driver decides to take the new route, then their previous route will be posted and the cycle continues.
7. If the newly assigned driver chooses to go back to their previous route, then the next most seniority driver that signed the original posting will be assigned. The route will not be reposted and the cycle continues.

In the event that a situation arises and this procedure needs to be shortened, it must be approved by both the Association and the Supervisor.

The drivers will time bus routes at the start of each school year. The driver will submit a time sheet to the supervisor who will use it to help determine a fair and just pay schedule. The supervisor will also be using the GPS Vehicle Tracking System and Versatrans to monitor the route times. Either the driver or the supervisor may request a new timing during the year when he/she feels the timing is not commensurate with the hours actually worked. A driver that is not satisfied with a new time assigned his/her route shall use the grievance procedure to seek relief.

The substitute driver will normally drive both the a.m. and p.m. routes when a driver is off all day. Routes will not be split unless supervisor deems necessary.

A driver who feels his/her bus is overloaded with extra equipment as to jeopardize the safety shall use the grievance procedure to seek relief.

No unscheduled passengers will be allowed to ride on any bus without the consent of the supervisor.

The supervisor has the right to make run and route changes as necessary for increased efficiency and in the best interest of the students. New bus routes are to be added or deleted as needed by the transportation supervisor. He/she will have the authority to combine these new routes with other routes, as he/she thinks best. He/she shall consider the routes involved, seniority of the drivers, the estimated costs and other pertinent data when making his/her decision. If a parallel run (2 morning Voc. Ed runs) needs to be cut, it will be done by total seniority. If a driver's route is deleted, he/she may bump the lowest seniority driver with a comparable route from his/her route, and the lowest seniority driver will drop to substitute status freezing his/her rate of pay, until he/she has permanent Route/Run Assigned.

The driver that loses his/her Route/Run and is put into Sub status will be the first called when a sub is needed. When a permanent RT/Run is available he/she must accept or will be put into Sub Status which will put them into the sub point system with wages still frozen and seniority date will be reestablished to when a permanent Route/Run is assigned.

A \$125.00 stipend will be paid to bus drivers for telephone calls and/or visitations to parents/guardians of the driver's assigned students prior to the school year for regular routes. Stipends will not be paid for vocational education routes, or school to school routes. This stipend is in-lieu of a salary and out-of-pocket expenses. Documentation (log) will be required.

Substitute drivers are not required to ride with the bus driver setting up the route.

If both a regular driver and a substitute driver show up to drive the same route, The transportation supervisor will determine which one will be assigned to cover the run.

ARTICLE ELEVEN- LEARNING RUNS:

Substitutes are required to ride the bus while learning routes, they may take notes. The substitute will be paid minimum wage and this will be granted only for each route learned.

If a substitute drives the route alone, with out the regular driver present, and then rides with that driver at a later date it will not be compensated as a learned run.

ARTICLE TWELVE- EXTRA TRIP HOUR SHEET:

This sheet is used to determine eligibility for extra trips, this sheet is based by regularly scheduled hours (all hours worked) and all and any extra trips including sports trips and unpaid leave time will be counted toward the driver's total.

Hours not charged to trip sheet are parent meetings, in-service training, safety meetings, and special duties, ect.

ARTICLE THIRTEEN – EXTRA TRIPS:

All extra trips shall be posted at least three (3) school days in advance and assigned 24 hours before the scheduled trip. Any trip request posted less than three (3) days will be posted on the dry erase board. In determining whether a driver is entitled to an extra trip, all leave hours will be treated as time worked. Assignment of extra trips will be done in accordance with least total hours worked, to include regular run and extra trip runs, with seniority breaking the tie (per extra trip sheet). Extra trips will be assigned by lowest hours posted.

If there is an extra trip going out before hours are posted it will be assigned by seniority until hours are posted.

A driver who has any pm trip must drive in the am of the same day, unless you have a pre-arranged absent and weekend trips are exempt.

A 30% hourly reduction will apply for sit time on all extra trips from the 2008/2009 wage scale.

All extra trips shall be paid no less than one (1) hour minimum.

If an extra trip is over **1 hour** and sit time is necessary, the driver will receive **1 hour** regular hourly wage minimum for take over. And **1.5 hours** regular hourly wage minimum for return trip using the current wage scale.

Extra trips that are shuttles to and from locations (examples but not limited to...hospital tours, High School plays, choirs, hand bells etc.) will receive the 1 hour minimum or total trip time with sit time excluded.

Drivers on a restricted schedule or any leave are not eligible for extra trips.

Sit-Time Wage Scale:

Hired before 7/1/09		Hired after 7/1/09	
Starting Probation	\$8.51	Starting Probation	\$8.16
First Year	\$9.04	First Year	\$8.40
Second Year	\$9.50	Second Year	\$8.65
Third Year	\$9.99	Third Year	\$8.89
Fourth Year	\$10.46	Fourth Year	\$9.14
Fifth Year	\$10.81	Fifth Year	\$9.38
Tenth Year	\$11.01	Sixth Year	\$9.63
Fifteen Year	\$11.21	Seventh Year	\$9.87
Twenty Years	\$11.41	Eighth Year	\$10.12
Twenty five Years	\$11.51		

All extra trips will be assigned to members of the Eaton Rapids Bus Drivers Association, then transportation supervisor or mechanics, if needed.

Longest trip hours will be assigned first to the lowest hour driver, when there are several extra trips going out with the same date.

All extra trips shall have a scheduled adult chaperone for each bus before they are approved. It shall be the responsibility of the sponsor of a trip to know the directions, destination and where the bus may be parked.

The transportation supervisor may assign extra trips in the event no driver signed for the trip.

The transportation supervisor has the authority to assign transportation related duties to a driver when he/she is in a nondriving paid situation, such as between runs or at an extra trip event. These duties may include duties such as transfer runs or the guarding of the school bus. Child supervision is to be determined on a mutually agreed basis.

Any extra trip cancelled thirty (30) minutes or less before the assigned driver's regular run scheduled time. Will result in the driver being compensated for regularly scheduled route lost time

If extra trip will put driver into overtime supervisor has the authority to deny trips to the driver.

ARTICLE FOURTEEN - DECLINING EXTRA TRIPS:

Drivers are responsible for making sure that they remove their name from a trip before it is assigned, if they have reason to believe that they do not want the trip before it is assigned. If they don't it could result in charging of hours for a trip you don't want.

Hours charged will be equal to actual trip time.

Those hours will only be charged to the extra trip sheet and will not be charged to the retirement hour sheet.

Drivers who are absent from work will not be charged those hours.

When a driver is assigned to an extra trip and then declines that assignment on the day of the trip date, that driver will still be charged the hours of that trip. (Exemptions for medical reasons can be consider)

Drivers, who are not informed of an extra trip prior to the 24-hour assignment, will not be charged hours if they decline, if it is resulting from the error made by the office.

Sports trips are exempt from the above procedure.

ARTICLE FIFTEEN - ASSIGNMENT OF SPORT TRIPS:

Assignment of sports trips will be done in accordance to the following procedures listed below.

1. All sport trips will be posted on the sports trip bulletin board. All drivers who are interested in a sport must sign the desired trip and no more signatures can be added after the first scheduled away trip.
2. Sport trips will be assigned by lowest hours posted on the trip sheet. If no hours are posted then the sport will be assigned by seniority.
3. Regular Driver's have seniority over probationary drivers and substitute drivers.
4. Drivers can only have one (1) sport at a time unless no one else signs.
5. If a sport trip requires a substitute driver, the driver from the original posting with the lowest currently posted trip hours will be assigned with regular drivers having seniority over probationary and sub drivers.
6. If either a regular or a substitute driver is not eligible to substitute, it will be posted as an extra trip in accordance to Article Thirteen – Extra Trips.
7. If a driver is assigned to a sport and that sport is cancelled, then the assigned driver is eligible to sign up for another sport trip and will be eligible to substitute for that sport season.
8. Fall Sports trips dated in **the first week of school** that are closer than 20 miles one way(examples and not limited to are... Holt, Charlotte, Springport, Jackson NW) a substitute driver/supervisor/mechanic will be assigned to take the sport trip over and drop off and return to the garage. The regular driver that is assigned to the sport trip will complete the sport trip after there regular route is completed.

Summer extra trip hours shall not be considered in making these assignments.

ARTICLE SIXTEEN - SUMMER EXTRA TRIPS:

Drivers who wish to receive any summer driving time shall put his/her name on a list by June 1st. Drivers who fail to do so shall not be eligible.

Summer drivers will be picked from the list according to seniority.

ARTICLE SEVENTEEN -ASSIGNMENT OF NEW/EXISTING BUSES:

The transportation supervisor reserves all rights to assign a bus or buses.

Bus drivers will be required to drive a spare bus while their bus is in the garage for maintenance.

ARTICLE EIGHTEEN - SAFETY MEETINGS:

Drivers are required to attend all administratively mandatory monthly safety meetings for which he/she will be paid at his/her regular hourly rate one (1) hour minimum.

Emergency meetings called for purposes of sharing **safety information** that can't wait until the next mandatory monthly safety meeting, the drivers will be paid at his/her regular hourly wage for the actual time of that meeting.

Administratively mandatory monthly meetings will be scheduled at the beginning of each school year.

ARTICLE NINETEEN – DRIVER COMPENSATION:

A. Base Wage Schedule: Effective 7-1-09

1. Hired before July 1, 2009

REGULAR RUNS PER HOUR

2009-2010

- Starting Probation 11.65
- First year 12.42
- Second Year 13.07
- Third Year 13.77
- Fourth Year 14.44

2. New pay scale for drivers hired **after** 7/1/09. A 9 step base wage schedule was created for current subs and new hires.

- Starting Probation 11.65
- First Year 12.00
- Second Year 12.35
- Third Year 12.70
- Forth Year 13.05
- Fifth Year 13.40
- Sixth Year 13.75
- Seventh Year 14.10
- Eight Year 14.45

New employees shall be hired in at the probationary rate of pay. All employees shall advance on the salary schedule on July 1 of each year unless:

An employee is on probation as of July 1, or

An employee has reached the maximum pay for his/her classification.

B. Drivers will be considered on probation for 90 regular scheduled workdays driven after the driver receives a regular route. The probationary rate is applicable for the first ninety (90) days actually worked. During the probationary period, the supervisor may:

1. Extend the probation period.
2. Terminate employment.

C. Unless otherwise designated on the trip form, extra trips will be paid from the Article Nineteen (A) Wage Schedule from the time of departure from the bus garage to return to the bus garage, including pre-trip, fueling and clean up. The driver shall stay with the trip unless requested otherwise.

D. There shall be one and one-half (1 ½) hour minimum pay for regular routes.

A "Route" (a.m., p.m.,) is the time from which a driver leaves the bus lot, completes all student pickups and drop-offs, and returns to the bus lot.

A "Run" is an a.m. secondary, a.m. elementary, p.m. secondary, or p.m. elementary.

An average route consists of an a.m. secondary and a.m. elementary or an p.m. secondary and p.m. elementary.

E. The driver and Association Board representative will be paid his/her regular rate of pay for parent/student meetings that include the supervisor, regarding discipline problems. All procedures must be followed before scheduling a meeting.

Longevity Pay

Longevity payments will be made to all employees covered by this Agreement according to the following schedule based on the years of service. For the purpose of longevity, service begins on the date when employee first worked for the Transportation Department including as a substitute.

Longevity Pay Schedule

1. With five (5) years but less than ten (10) years - .35
2. With ten (10) years but less than fifteen (15) years - .55
3. With fifteen (15) years but less than twenty (20) years - .75
4. With twenty (20) years but less than 25 years - .95
5. With 25 or more years- 1.05

Longevity pay will be computed each pay period and will be added to the base wage of the employee.

- F.** Drivers will be paid 0.5 per day, in addition to his/her regular pay, for maintenance of his/her assigned bus. (Sweep, fuel, trash, etc.)
- G.** Bus drivers shall be eligible to receive pay for those days declared by the school district as "Act-of-God" days, provided that the school district is not required by law to make up the "Act-of-God" day. In case the school district does make up the "Act-of-God" day, the driver will be compensated for the make-up day and will not be compensated for the "Act-of-God" day, and a substitute will be paid for only the hours he/she were scheduled to work and if the regular driver does not receive compensation for that day.
- H.** If school is cancelled due to an unpaid Act of God after bus drivers arrive to work, drivers who show up to work on the cancelled days as a result of not being provided with notice of the cancellation shall be compensated for 1.0 hour.

A substitute will be paid for that day if he/she were to work and if the regular driver does not receive compensation for that day.

- I.** Physical examinations and TB tests will be paid for by the Board of Education. X-rays will be paid for only when a skin test is not possible for medical reasons.

Physical examinations may be conducted by the employer's physician. The Board of Education shall be responsible for physical examination and yearly agility test cost.

Drivers that are subject to random or required drug testing will be paid at their normal rate for the time required to complete the test.

Drivers will be paid one (1) hour maximum at their normal rate of pay for Physicals

- J.** Bus drivers shall be paid a normal day's pay for Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, , Memorial Day, and Good Friday if not schedule to work

A substitute will be paid holiday pay if he/she is scheduled to work the day before and the day after the holiday if the regular driver has requested unpaid leave time. If regular driver is on paid leave time He/She will receive compensation for that day.

An employee shall be paid at the rate of time and one-half for all work in excess of forty (40) total hours in any workweek.

Overtime hours are hours actually worked.

Paid sick time cannot be used to earn over time.

When an extra trip will put an employee into overtime, the employee will be denied the extra trip.

- K.** The Board will reimburse the driver for the difference between a regular driver's license and both a chauffeur's license and a commercial drivers (CDL). It shall be the responsibility of the driver to submit proof of

securing the chauffeur's license and/or the CDL and initiate the request for reimbursement.

- L. A leave of absence with pay will be granted for jury service or a court appearance as a nonparty witness in criminal proceedings, or when named as a party defendant in a suit incidental to the bus drivers employment, provided that the bus driver remits directly to the Superintendent of Schools all monies received for such appearance, less reimbursed personal expenses.
- M. Extra pay of \$55.00 per route provided all paperwork is completed accurately and turned in on time. This extra pay is to be paid at the end of the completed school year for elementary, secondary and vocational education runs.
- N. A driver will receive regular wages for days when a bus breaks down and no other vehicle is available to do the route.
- O. Driver shall be able to use 5 days of leave hours if available for District Scheduled Days, Teacher Record Day or an In-service day and Teacher Professional Development Days. The preset dates for 09/10 school year are as follows:

 1. Oct. 16 2009
 2. Nov. 25 2009
 3. ~~Jan. 18 2010~~ *Jan. 22, 2010*
 4. Feb. 12 2010
 5. ~~March 9 2010~~ *L*
- P. At the beginning of the school year, the transportation supervisor will announce one mandatory in-service meeting for which no leaves will be granted.
- Q. All new substitutes' drivers will be reimbursed for the cost of their physical, CDL exam, and licensing fees after they have been driving for 6 actual working months.

ARTICLE TWENTY - PROTECTION OF EMPLOYEES:

Limited liability insurance carried by the Board of Education shall protect the employees against civil suits brought against them growing out of the exercise of his/her regular duties.

All cases of accidents, injury or assault involving employees or students growing out of the exercise of the employee's duties or school activities shall be reported to the Transportation Supervisor promptly. Beginning with the 2003-04 school year, whenever a driver is absent from school as a result of personal injury to that driver caused by an assault arising out of and in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any worker's compensation paid for temporary disability due to said injury) for the period of such absence not to exceed ten (10) school months. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from driving. As soon as such driver is physically able to return to work, he/she shall be restored to his/her previous position. If the driver is unable to perform bus-driving duties, the Board may assign the driver to perform other work, which he/she is capable of performing, but this shall not give the Board the right to assign duties outside of regular driving hours that would require the driver to lose other non-driving employment not effected by the disability.

Complaints by parents, students, or other members of the public directed to an employee shall be called to the attention of the employer as soon as possible.

The supervisor will consult the driver, before scheduling a consultation with a parent. The driver is responsible for contacting any other driver and confirming the meeting with the supervisor.

When a student is suspended from the bus, and a parent-driver meeting is needed, there will be a one school day time limit for an appeal by the parent. Suspension will be placed on hold until the appeal is heard, except that the Supervisor may not delay implementing the suspension more than five (5) school days without the driver's permission. The driver will be consulted before a final decision is made.

Employees shall have the right to have someone from the association and/or legal counsel present at any meeting. It shall be the employee's choice and it will be the employee's responsibility to contact that person.

A driver has the right to postpone and reschedule a meeting, if they are not given ample warning, and are unable to have any association member present.

Student's suspensions and appeals will be in accordance with the provisions of the published Transportation Handbook, as adopted by the Board of Education. From time to time the Board may make changes to these provisions. However, before making any change the Board will notify the Association of the proposed change. The Association will be consulted concerning the proposed change, and asked to present its view to the Board before any vote is taken to amend the Handbook.

PERSONNEL FILES

Documents of a disciplinary and /or evaluative nature shall be signed and dated by the employee prior to being inserted into the personal file. Such signing shall not necessarily be interpreted as agreement with the material. The employee shall have ten (10) work days to submit any written statement for attachment to the material in question and its inclusion in the personnel file. If an employee refused to sign such a document, it may be placed in the personnel file with a notation by the supervisor recording the date on which an opportunity to sign the document was refused.

An employee shall have the right to request to review the contents in his/her personnel file. A representative of the Bus Drivers Association may accompany the employee in such review. Privileged information, such as confidential credentials, and related personal references normally sought at the time of employment and other matters excluded under the MCL 423.501 et. seq., "Employees Right to Know Act," shall be exempted from review. Medical records shall be kept separate from the personnel file.

Any warning or reprimand in an employee's personnel file which does not relate to a recurring incident within a two (2) year period from the date of warning or reprimand shall be removed from the personnel file at the written request of the employee, unless prohibited by Section 1230(b) of the Revised School Code.

Said warning or reprimand shall not be used in a future disciplinary action against said employee.

Unsubstantiated complaints against an employee shall not be placed in an employee's personnel file. However, the employer may maintain in a separate file documents stating that an investigation was conducted and the results of such an investigation.

ARTICLE TWENTY-ONE – HEALTH INSURANCE:

The following benefits will be provided to all full-time drivers who are regularly scheduled to work 22 hours per week (extra trip hours not included):

A. The Board of Education will contribute up to:
2009-2010

Family coverage	\$534.00
2-person coverage	\$534.00
Single coverage	\$534.00

Per month for 12 months toward the monthly premium of a health insurance program. The employee selecting this option shall be responsible to the Board of Education for the difference in cost (if any) between the contribution per month and the monthly health insurance premium. The amount owed by the employee may be payroll deducted. The Administration will consult with the Association Board in the selection of an insurance carrier.

No health insurance or cash in lieu of health benefits for any driver hired to a regular route **after 7/1/09** . Must have probation completed by 7/1/09 to be considered to have a regular route.

The contribution will be pro rated as follows for less than 22 hours
Regularly scheduled to work per week based on current drivers payroll
Schedule:

22 hours and above-100% =\$534.00

15-21.9 hours-50%=\$267.00

14.9 and below-0%=\$0.00

- B. Effective July 1, 2009 employees not electing health insurance shall receive \$500.00 per month cash in-lieu-of insurance for ten (10) months of the year according to the following schedule:

22 hours and above = \$500.00

15-21.9 hours=\$250.00

14.9 and below=\$0.00

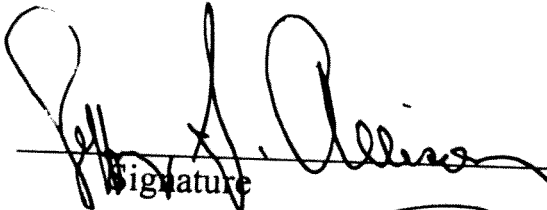
- C. Drivers may participate in a tax-sheltered annuity of the employee's choice from those available in the district as currently approved by the Board of Education or take the cash option described above.
- D. Health insurance benefits shall take effect on the first day of the month following the completed probationary period, provided the employee is enrolled by the carrier. All other benefits described in this Agreement take effect the first day of the month following completion of the probationary period, provided that the employee is not covered under any other private health insurance program. The penalty for duplicate coverage will be repayment to the Board of Education for all premiums paid.
- E. The provisions of this article shall include all non-probationary employees
- F. Short term disability and AFLAC will also be available to any driver
With any and all premiums being the drivers responsibility
- G. Long term disability and life insurance for drivers will be provided by the district and any and all premiums will be paid for by district.

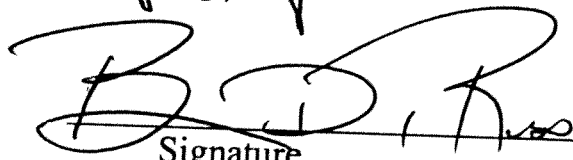
H. The Board will serve as collection and payment agent in order to process Payroll deductions to pay the monthly premiums for Article Twenty-One section F.

ARTICLE TWENTY TWO- DURATION OF THIS AGREEMENT:


This Agreement covers the period of July1, 2009 – June 30, 2010

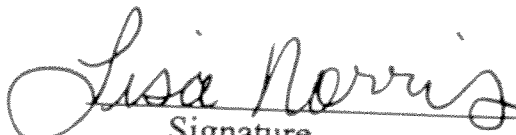
FOR THE EATON RAPIDS BOARD OF EDUCATION


Signature _____ 10.28.09 President
Date


Signature _____ 10-28-09 Secretary
Date

FOR THE EATON RAPIDS BUS DRIVERS ASSOCIATION


Signature _____ 10-29-09 President
date


Signature _____ 10-29-09 Secretary
date

date

Eaton Rapids Bus Drivers Association

Grievance Form

STEP ONE

Date of Discussion with immediate supervisor: _____

STEP TWO

Name of Grievant: _____

Other(s) involved in incident: _____

Article(s) alleged to have been violated: _____

Statement of facts giving rise to the grievance: _____

Statement as to how facts indicate violation of the Agreement: _____

Relief Sought: _____

Signature of Grievant: _____ Date: _____

Date submitted to immediate supervisor: _____

Answer of immediate supervisor: _____

Requested relief: _____ Granted _____ Denied _____

Signature _____ of _____ Grievant _____ Date: _____

STEP THREE

Date submitted to Superintendent: _____

Date of meeting with Superintendent: _____

Answer _____ from _____ Superintendent:

Signature: _____ Date: _____

STEP FOUR

Date Appealed to the Board of Education: _____

Reason _____ for _____ the appeal:

Signature of Association Rep.: _____ Date:

Date of meeting with committee of the Board of Education: _____

Disposition of the grievance: _____

Recommendation _____ to _____ the Board:

Signature of Board Member: _____ Date:

Date of Board Meeting: _____
Disposition _____ of _____ the grievance:

Signature of Board Member: _____ Date:

STEP FIVE

Date submitted to arbitration: _____

DISTRIBUTION OF FORM:

1. Transportation Supervisor
2. Bus Drivers Association
3. Grievant
4. Central Office

Grievance Number: _____