

MASTER AGREEMENT
between the
THE HASTINGS AREA BUS DRIVERS ASSOCIATION
and
HASTINGS AREA SCHOOL SYSTEM BOARD OF EDUCATION

July 1, 2008 - June 30, 2011

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ARTICLE I - AGREEMENT

This Agreement entered into this April 20, 2009, to cover the period from July 1, 2008 to June 30, 2011, by and between the Hastings Area Bus Drivers Association, hereinafter referred to as the "Association", and the Hastings Area School System Board of Education, hereinafter referred to as the "Employer".

ARTICLE II - PURPOSE

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, and terms and conditions of employment for members of the bargaining unit herein defined.

ARTICLE III - RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining representative pursuant to PERA for all bus drivers having completed their probation, employed or to be employed by the Employer performing any work currently being performed by bargaining unit members but excluding: supervisors, mechanics, and all other employees.

In cases of emergency or when no bargaining unit member is available, the supervisor and/or mechanics may perform work currently being performed by bargaining unit members.

ARTICLE IV - ASSOCIATION RIGHTS

- A. The Association shall and its representatives shall have the right to use school facilities and equipment for meeting at reasonable times when such facilities are not otherwise in use and upon the express prior permission of the administrator/supervisor responsible for such facilities and equipment. The Association shall be responsible for proper use of all facilities and equipment, including leaving them in the same condition as they were prior to the Association's use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for any damages caused to said equipment by improper use by individuals using it for Association business.
- B. Duly authorized representatives of the Association shall be permitted to transact local Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations. Such representatives shall notify the administrator/supervisor responsible for the building or facility of the nature of their intended business prior to actually conducting any such business.
- C. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards in each building or facility to which bargaining unit members may be assigned. Bulletin board materials shall be limited to: notices of recreational and social events; notices of elections and results; and notices of meetings. A copy of all such notices will be forwarded to the Superintendent's office.
- D. The Employer agrees to furnish to the Association, available information which may be necessary for the Association to process a grievance or to conduct negotiations.
- E. The Association agrees to furnish to the Employer available information necessary for the Employer to either constructively respond to grievances or conduct negotiations.

- F. The Association shall furnish the Superintendent's office in writing, with the names of the persons holding office in the Association within ten (10) days of election or appointment.
- G. The Association agrees that it shall admit all eligible employees to its membership without discrimination against any employee on the basis of race, creed, color, national origin, sex, age, marital status, non-disabling handicap, political activities, or membership or participation in the activities of the Association or any other employee organization. Membership in the Association or payment of representation service fees in accordance with the requirements of law shall be required as a condition of employment.

ARTICLE V - EMPLOYER RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws, or any other laws or regulations, provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.
- B. It is expressly agreed that all rights which ordinarily are vested in and have been exercised by the Board, except those which are clearly and expressly relinquished hereby by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
 - 2. Continue its rights, policies and practices of assignment and direction of its personnel, and the right to establish, modify or change any business or school hours or days.
 - 3. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 - 4. Adopt rules and regulations.
 - 5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
 - 6. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
 - 7. Determine the financial policies, including all accounting procedure, and all matters pertaining to public relations.
 - 8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 - 9. To establish training programs for employees and to require attendance at any workshop, conference, etc., by employees, including special programs, during bargaining unit member's regular working hours (or other specified times).

10. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, determine the size of the work force and to lay off employees.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.

ARTICLE VI - EMPLOYEE RIGHTS AND PROTECTION

- A. No non probationary bargaining unit member shall be disciplined without just cause. The term "discipline" includes: verbal warnings, written warning, reprimands, suspensions, demotions and dismissal. All disciplinary actions shall be confirmed in writing and shall be placed in the bargaining unit member's personnel file. Adverse evaluation of bargaining unit member performance shall not be subject to the grievance procedure.
- B. Each employee shall have the right to have an Association representative present at any scheduled meeting or conference with an administrator or supervisor at which there exists a reasonable likelihood (to the administrator's or supervisor's prior knowledge) that the conference will result in imposition (or recommendation therefore) of disciplinary sanctions against said employee. No disciplinary action shall be taken against an employee without the presence of such representation (unless waived by the employee) except in emergency situations in which both immediate action is necessary and prior notification of a representative is not reasonably possible. If disciplinary action shall become likely at a given meeting, the employee shall be advised immediately of such possibility.
- C. An employee shall have the right upon written request to review the contents of his/her personnel file (excluding initial references). Such reviews shall not exceed twice during any single calendar year, and shall not be held during the employee's regular duty hours (except lunch and break periods) unless expressly authorized by the employee's immediate supervisor.
- D. Whenever new substantive material, including but not limited to, student, parental, or school personnel complaints, is placed in an employee's personnel file, the employee shall be provided an opportunity to review the material so included. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

ARTICLE VII - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- B. The aggrieved shall have the right of Association representation for any or all steps of the grievance procedure. However, an individual employee may have his/her grievance(s) adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this contract and provided that the Association has been given an opportunity to be present at any such adjustment. The Association Board of Directors shall have the right to be present and state its views at all steps of the grievance process.

STEP 1:

- a. When a cause for grievance occurs, the affected bargaining unit member(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. This request shall be made within three (3) days after the occurrence of the alleged violation. If the aggrieved is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.
- b. If a complaint is not resolved in the Step 1 (a) conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized in writing, as a grievance within two (2) days of the meeting between the supervisor and the aggrieved. The written grievance shall meet the requirements of ¶D of this Article and shall be transmitted to the Assistant Superintendent.

Within three (3) days after the grievance has been so submitted, the Assistant Superintendent shall meet with the aggrieved on the grievance. The Assistant Superintendent, within three (3) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

STEP 2:

If the aggrieved is not satisfied with the disposition of the grievance at Step 1 b. or if no disposition has been made within three (3) days of the receipt of the grievance by the Assistant Superintendent, the grievance shall be transmitted within the next three (3) days to the Superintendent of Schools.

Within ten (10) days after the grievance has been so submitted, the Superintendent shall meet with the aggrieved on the grievance. The Superintendent, within ten (10) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

STEP 3:

If the aggrieved is not satisfied with the disposition of the grievance at Step 2 or if no disposition has been made within twenty (20) work days from the Superintendent's receipt of the grievance, the aggrieved may, within the next three (3) days, request a meeting with the Board or the Board's Transportation Committee for the purpose of resolving the grievance. Such a meeting will be held within ten (10) days of the request. It is understood that the ultimate decision on the grievance will be rendered by the Board at its next regularly scheduled meeting after the grievance hearing.

STEP 4:

If the Association is not satisfied with the disposition of the grievance at Step 3, it may request mediation of the grievance through a mediator appointed by the Michigan Employment Relations Commission. Any cost for such mediation shall be borne by the requesting party.

- C. The term "days" as used herein shall mean "work days" which shall be defined as days when school district administrative offices are open and regularly scheduled for business. All grievances shall be processed during times which do not interfere with the performance of employee job responsibilities.

- D. Written grievances are required herein shall contain the following:
1. It shall be signed by the grievant or grievant(s);
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section or subsections of this contract alleged to have been violated;
 5. It shall contain the date of the alleged violation;
 6. It shall specify the relief requested.
- E. The time limits in these procedures may be either shortened or extended by mutual written agreement. The time limits provided under this procedure shall be strictly observed. Failure of the grievant or Association to proceed to the next grievance step within the time limits set forth shall be deemed to constitute acceptance of the Employer's decision and shall constitute a waiver of any further appeal on the grievance.
- F. A grievance concerning alleged safety hazards may be initiated at STEP 1.b.

ARTICLE VIII - NEGOTIATIONS PROCEDURE

- A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. It is likewise recognized that matters previously unforeseen may be negotiated by mutual consent of the parties.
- B. Representatives of the Employer and Association may meet during the term of this Agreement for purposes of discussing matters of mutual concern. These meetings are not intended to by-pass the grievance procedure or to constitute negotiations.
- C. Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating committee.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. However, the parties recognize that all tentative agreements reached between the parties must be approved by the Board of Education and the Association's members, respectively.
- E. This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- F. There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed, and presented to all bargaining unit members now employed or hereafter employed by the Employer. All school district personnel policy revisions pertaining to this bargaining unit shall be distributed to all bargaining unit members within thirty (30) days of the policy revision.

ARTICLE IX - SEPARABILITY

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

It is further agreed that within thirty (30) days of notification of a final and binding determination of such illegality the Employer and the Association will commence negotiating to reach a new agreement concerning the subject matter of the provision determined to be illegal.

ARTICLE X - RULES/REGULATIONS

- A. Causes which shall be sufficient for employee dismissal include, but are not limited to, the following:
1. Neglect of duty or refusal to comply with Employer's instructions unless such instructions are injurious to the employee's safety or health.
 2. Insubordination.
 3. Immoral or indecent conduct.
 4. Falsification of personnel records or other Employer records.
 5. Physical or verbal abuse of or threatening or coercive treatment to school children or visitors.
 6. Theft or destruction of Employer's or another Employee's property or removal of school property from Employer's premises without authorization of the Employer.
 7. Drinking or possessing any alcoholic beverage; or possessing, using, or selling prescription drugs in a non-prescription manner, controlled substances, contraband, "look-alikes", or other illegal substances on the Employer's time, premises, equipment, or at any District-related event.
 8. Reporting to work under the influence of any of the items noted in no. 7.
 9. Possession of firearms, explosives or other items that would constitute dangerous weapons on Employer's premises.
 10. Conviction of a felony while an employee of the Employer.
 11. Conviction of drunk or reckless driving while driving any school vehicle.
 12. Conviction of any moving traffic violation while driving a school bus or other Employer vehicle, resulting in injury or property damage.
 13. Deliberate or continual careless conduct endangering the safety of himself or others on school property, equipment or premises, including the unlawful harassing of other employees or the provoking or instigating of a fight during the working hours or on Employer's equipment or premises.
 14. Incompetency or inefficiency.
 15. Unlawful harassment, discrimination, or retaliation.

16. Any other misconduct, inappropriate action or negligence of equal magnitude to the above.

B. For the commission of any of the following offenses, an employee shall be subject to the discipline process. Such process may include a conversation to attempt to correct the problem, a verbal warning, a written warning, a reprimand, a suspension and/or dismissal. If an Employee receives three (3) written warning notices for the same or different offenses within a period of twelve (12) consecutive months, such employee shall be subject to disciplinary action up to and including dismissal. Written warnings will be removed from an employee's personnel file if after two (2) years from the date of last occurrence there are no other occurrences, unless they concern discipline for "unprofessional conduct" pursuant to Section 1230b of Michigan's Revised School Code, MCL 380.1230b.

1. Late to work without an excuse acceptable to the Employer.

2. Carelessness.

3. Inappropriate interpersonal behavior.

4. Inattentiveness to work, failing to start work at the designated time.

5. Absence from work without advising the Employer at least one (1) hour prior to the beginning of the shift of a reason satisfactory to the Employer.

6. Absence from work without an excuse acceptable to the Employer.

7. Vending, soliciting or collecting contributions on Employer's time, equipment or premises without authorization from the Employer.

8. Posting, removing or defacing any matter on the Employer's bulletin board or property without authorization by the Employer.

9. Failure to report to the supervisor all accident or injuries sustained by students or themselves or in which the vehicle entrusted to them is involved. Employees shall be required to complete report forms made available by the Employer. Damage to the bus must also be reported within twenty-four (24) hours of such occurrence and a report must be filed.

10. Permitting any person who is not an employee or student of the school to enter or ride in a school vehicle without notification to the Employer.

11. Conviction of any moving traffic violation when driving a school vehicle.

12. Failure to attend meetings called by the Employer without an excuse acceptable to the Employer, after notice of said meeting has been given.

13. Inappropriate attire (attire should be clean, neat and in good taste).

14. Any other misconduct, inappropriate action or negligence of equal magnitude to the above.

C. If a student should be left on a bus, the bus driver responsible shall be suspended without pay for five (5) days the first time a student is left on the bus. In the event that the same bus driver is responsible for leaving a student on the bus a second time, the bus driver's employment with the Hastings Area School System shall be terminated.

A student left on a bus is defined as follows. If, after a driver has completed a trip (a driving assignment) and leaves the bus, a student remaining on the bus is a student left on the bus.

- D. Disciplinary referrals, excluding discharge notices, shall be removed from an employees personnel file if after two (2) years from the date of last referral there are no other referrals, unless they concern matters constituting “unprofessional conduct” pursuant to Section 1230b of Michigan’s Revised School Code, MCL 380.1230b.

ARTICLE XI - SENIORITY

A. Definition

Seniority as used herein is designated as the rights and preferences accruing to employees through length of service, to which they are entitled under the provisions of this Agreement.

B. Probationary Period

1. Seniority shall be established as of last date of hire, after a driver has accumulated one hundred eighty (180) hours of successful driving time. This period shall be the probationary period for all new drivers and former drivers rehired after having lost seniority. After one hundred eighty (180) hours of successful driving time a driver shall be considered an experienced driver and entitled to all the benefits as such.
2. DISCHARGE OF PROBATIONARY EMPLOYEE - The Board may, at its discretion, discharge an employee at any time during his/her probationary period without just cause. If such probationary employee has successfully completed his/her trial period, he/she may appeal such discharge through the grievance procedure of this Agreement.

C. Acquiring Seniority

The employee's entry or re-entry date in the bus driver classification or substitute driver classification determines his respective seniority date in such classification. An employee will accumulate seniority in the classification and will continue to accrue seniority in the classification as long as they are employed in the occupation. Two (2) seniority lists shall be maintained, one for regular drivers and one for substitute drivers.

D. Application of Seniority

The most senior qualified employee will be promoted, transferred, retained, or recalled.

E. Loss of Seniority

An employee shall lose his/her seniority in a classification if he/she:

1. resigns or retires.
2. is discharged for just cause.
3. is awarded a position within the School System but outside of the collective bargaining unit and does not within a thirty (30) calendar day period choose to return to the position within the bargaining unit held by the least senior person.
4. employee does not return from a leave of absence.

ARTICLE XII - VACANCIES, TRANSFERS

- A. All routes or shuttles that become open will be posted for three (3) working days by the supervisor of transportation. All bus drivers shall have the right to bid on the opening, the most senior qualified bus driver who submitted a bid will be given the open route or shuttle. A bus driver may have one successful bid on a route, one successful bid on a kindergarten route, and one successful bid on a shuttle per contract year. After all bus drivers have had an opportunity to bid on the open route or shuttle, it will be given to the most senior qualified substitute driver who wants it. The Employer reserves the right, after notification to the Executive Board of the Association, to transfer, assign, or reassign drivers for the benefit of the program and/or individual drivers.

Bargaining unit members on unpaid leave of absence pursuant to Article XIII, Section M. will not have the right to bid on a vacancy unless, by the mutual agreement of the driver, the Association, and the Employer, there is an early termination to such leave.

1. Kindergarten

After becoming a kindergarten driver the assignment to a kindergarten route shall take place as follows:

- a. A meeting shall be held prior to the start of the school year and the kindergarten driver with the greatest amount of service as a kindergarten driver shall be given first choice of assignments and so on through the kindergarten driver with the least amount of service as a kindergarten driver.
 - b. If a kindergarten route becomes vacant during the course of the school year, reassignment of kindergarten drivers may occur at a meeting that shall be held prior to the posting of the vacancy, in accordance with the procedures in a. above.
- B. Bus routes shall be established by the Board or its designee. Routes shall be an AM/PM combination whenever possible. Kindergarten runs and shuttles shall be considered separate for bid purpose.
- C. Before June 1st of each school year, a bus driver wishing to return the following year will notify his/her supervisor in writing. Failure to notify the supervisor as required will be deemed a resignation by the employee and will be recorded as a resignation without notice in the employee's personnel file.
- D. A senior qualified employee may be given a special assignment.
- E. A general meeting will be held with all drivers before school begins each year to fill vacancies that are open during the summer.
- F. In the event that an assigned route is eliminated, the driver will be assigned to the position held by the driver with the least seniority.
- G. If a driver leaves a regular route voluntarily and chooses not to go to the substitute list the driver's employment is terminated and if rehired would receive no seniority for previous service. If a driver leaves a regular route voluntarily and chooses to go to the substitute list their seniority for purposes of bidding back to a regular route will be the date they voluntarily left the regular route.

ARTICLE XIII - LEAVES OF ABSENCE

- A. Sick leave shall accumulate at the rate of one earned day per month worked for all experienced drivers, driving two (2) trips per day and one-half (1/2) day per month worked for all experienced drivers driving one (1) trip per day.

- B. Sick leave may be accumulated to one hundred fifty (150) days.
- C. Sick leave may be used for personal illness and disability of the bargaining unit member and/or his/her immediate family. Sick leave may be used for doctor appointments for the bargaining unit member and/or his/her immediate family. Sick leave other than for personal illness or disability of the bargaining unit member shall be limited to seven (7) days per year.
- D.
 - 1. Bereavement leave up to three (3) paid days for attendance at a funeral per death in the immediate family shall be granted, not to be deducted from sick leave.
 - 2. An unpaid leave of absence may be granted by the Board or its designee for the time necessary for attendance at a funeral service of a person where relationship warrants such attendance. Such approved unpaid leave shall not result in the loss of eligibility for incentive pay.
- E. Each bargaining unit member shall be granted one (1) paid personal business leave day per school year. A bargaining unit member planning to use a personal business leave day shall notify his/her supervisor at least two (2) days in advance, except in cases of emergency, as determined by the supervisor. Personal business days may be used in increments of a.m., kindergarten and/or p.m. runs. The personal business leave shall be subject to approval by the supervisor.
 - a. Personal business leave shall be used only for business or personal obligations which cannot reasonably be scheduled outside of the regular work day. Employees taking a personal business leave day shall sign a form indicating that leave is being taken to conduct business which could not reasonably be accomplished outside of the employee's regular work hours. It shall not be used for other employment or the seeking of other employment or for social, recreation, vacation or other similar purposes.
 - b. Personal business leave may not be taken immediately before or after a school holiday or vacation period unless approved by the Assistant Superintendent.
 - c. The employer shall not be required to grant personal business leave on any one (1) day to more than two (2) bargaining unit employees. If more than two (2) drivers request personal leave on the same day, personal leave will be granted to the two (2) drivers with the most seniority.
- F. Family shall be interpreted to mean spouse, child, parent, parent of spouse, sister, brother, sister or brother-in-law, grandparent, grandchild, daughter or son-in-law, stepfather, stepmother, half brother or sister or a dependent in the immediate household. An emergency leave of absence without pay may be granted by the Board or its designee for extenuating circumstances.
- G. Sick leave accumulation shall be noted and given to the bargaining unit members, individually, on a yearly basis in June. Employees must report alleged errors within thirty (30) days of receiving the accumulation statement.
- H. In cases where the Employer suspects misuse of sick leave, the Employer shall have the right to require medical verification from the employee, which shall consist of a written statement from the employee's attending physician, psychiatrist or psychologist. The Employer retains the right to have an employee examined by a physician, psychiatrist or psychologist of the Employer's choosing. Said examination shall be at the Employer's expense and a copy of the report shall be furnished to both the Employer and the employee.
- I. When an employee is returning from leave connected with personal illness or disability, the Employer reserves the right to require medical evidence of the employee's ability to resume normal job duties. The Employer shall also have the right to have the employee examined by an Employer selected physician, psychiatrist and/or psychologist at the Employer's expense.

- J. An employee shall be entitled to a maternity disability unpaid leave of absence. Such leave shall commence only when the individual, upon the written statement of her physician, indicates that she is no longer physically able to perform her job and shall be no longer than six (6) months duration.

During the time of maternity leave, the employee may utilize sick and/or vacation time to the extent to which it has accrued; however, the use of sick and/or vacation is at the option of the employee.

- K. Time off without pay

The Board and Association agree that regular drivers in school buses insures the safety of students. Therefore, all efforts will be made to improve the work attendance of drivers. An individual driver shall not take more than five (5) days off without pay in a school year. The time off without pay may not be taken the day before or the day after a holiday. These days shall be taken only with the approval of the supervisor. Any days taken off beyond the five shall result in a written reprimand and should the problem continue, further disciplinary action will be considered.

- L. Upon timely return of any employee from sick leave, he/she shall be returned to his/her former classification and position if the position is available. In a case where an employee is returning from leave and the employee's former position is no longer in existence the employee will return to his/her classification but to the assignment held by the least senior person in the classification.

- M. An unpaid leave of absence may be granted upon approval of the Board of Education. It is understood that leave under this section may be for recreation or vacation and one condition of approval will be the ability of the employer to appropriately meet staffing needs.

1. Seniority shall remain unbroken and continue to accumulate during an unpaid leave under this section. However, no experience credit for the purpose of entitlement to any other benefit under this contract shall accrue during unpaid leave.
2. An employee eligible for insurance benefits shall be responsible for payment of premium during the length of such leave if the employee desires to continue the coverages provided under this agreement.
3. All requests for unpaid leave under this section shall be submitted to the Superintendent in writing at least twenty (20) days prior to the beginning date of the requested leave. The request shall specify the desired beginning and ending dates of the leave and the purpose for which the leave has been requested. The Employer will notify the employee at least ten (10) days prior to the beginning date of the requested leave whether or not the request has been approved.
4. Return from leave shall be to the employee's former position if the leave is one (1) month or less. If the leave is more than one (1) month but in no case more than three (3) months, the employee will return to his/her classification but to the assignment held by the least senior person in that classification. An assignment would be considered vacant after one (1) month for the purpose of administering this section.
5. In a case where an employee is returning from leave and the employee's former position is no longer in existence the employee will return to his/her classification but to the assignment held by the least senior person in the classification.

- N. A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted accumulated sick leave may be granted an unpaid leave of absence of up to one (1) year for the purpose of recovery from such illness or disability.

1. Seniority shall remain unbroken and shall continue to accumulate during an unpaid leave. However, no experience credit for the purpose of entitlement to any other benefit under this contract shall accrue during unpaid leaves.
 2. Provided the employee taking unpaid leave for personal illness or disability presents written verification from a physician, psychiatrist, and/or psychologist of the necessity of such leave, the Employer shall pay (for eligible employees), at the previous years rates, the health insurance premium during the length of such leave up to but not exceeding one (1) year. The Employer reserves the right to have the employee examined by an Employer selected physician, psychiatrist and/or psychologist at the Employer's expense.
 3. All requests for unpaid leave shall be submitted to the Superintendent in writing. The request shall specify the desired beginning and ending dates of the leave, the purpose for which leave has been requested and a statement verifying the necessity of such a leave from the employee's physician, psychiatrist and/or psychologist.
 4. An extension of up to one (1) year may be granted on the above-stated leave. At least thirty (30) days prior to the ending date of the leave, a bargaining unit member must notify the Employer in writing of the request for an extension, giving the ending date of the extension. The Employer will notify the bargaining unit member within ten (10) days upon receipt of the request for extension as to whether or not the extension has been granted.
 5. When an employee is returning from an unpaid leave connected with personal illness or disability, the Employer reserves the right to require medical evidence of the employee's ability to resume normal job duties. The Employer shall also have the right to have the employee examined by an Employer-selected physician, psychiatrist and/or psychologist at the Employer's expense.
 6. Return from leave shall be to the employee's former position if the leave is one (1) year or less. If an extension of leave is granted (beyond) one (1) year, the employee will return to his/her previous classification but to the job held by the least senior person in that classification.
- O. The provisions of the Family and Medical Leave Act (F.M.L.A.) shall apply to eligible employees only and shall be granted in accordance with the provisions of the F.M.L.A. and the policies of the Hastings Area School System Board of Education. To be an eligible employee you must have worked for the Employer for at least one (1) year and for one thousand two hundred and fifty (1250) hours over the previous twelve (12) months.

To the extent required by the FMLA, an eligible Employee shall be granted leave and other rights specified by that law whether or not the same are specifically enumerated in this Agreement. When leave is taken by an eligible employee under the FMLA, the Employer shall likewise enjoy and reserve all rights afforded by the law, whether or not the same are specifically enumerated in this Agreement. The parties' intent is that the provisions of the FMLA, including Employer and eligible Employee rights and responsibilities, shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflicts or inconsistencies. Each Employee, if eligible, is entitled to twelve (12) weeks unpaid leave based on a "rolling year" basis. This leave is concurrent with other leave allowed by the Employer, and it may be taken on an intermittent basis as allowed by the FMLA.

ARTICLE XIV - BENEFITS

A. VACATION

1. Seven (7) paid vacation days per year for all experienced drivers. Each experienced driver, hired after July 1, 1999, shall be granted vacation pay of:

0 to 4 years experience	4 days
5 to 8 years experience	5 days
Over 8 years experience	7 days

Previous driving experience with the Hastings Area School System will be considered in determining vacation pay.

Substitute bus drivers are not eligible for vacation days.

2. Dates to be designated by mutual agreement between the Association and the Board.

B. HEALTH INSURANCE

1. Any driver regularly assigned to work four (4) hours or more per day or forty (40) hours or more per payroll period excluding extra runs, shall be eligible for health insurance, depending upon his/her family status. The Board shall provide to the eligible employee health-hospitalization insurance through Set-Seg Insurance (underwritten by Blue Cross/Blue Shield of Michigan). This is a High Deductible Health Plan (HDHP) with a Preferred Provider Organization (PPO) network. On January 1 the Board shall place into a Health Savings Account (HSA) the full deductible for the plan year (currently \$1250/Single, \$2500/Family). If there are two or more employees in the same family (husband and wife both qualified) they shall receive health insurance in such a manner that both have coverage be it by one (1) family plan (self and spouse) or by two (2) individual plans. The manner of coverage shall be determined by: no disadvantage to the employee and by the least cost to the Employer. (No family shall have benefits under both this paragraph and paragraph 2. below.) Regardless of the carrier, benefits shall be comparable to Super Care I. Bus drivers hired after July 1, 1999 and who qualify under this provision shall be eligible for Board-paid premium contributions for single subscriber coverage only.

Effective January 1, 2010, subsequent insurance will be the same health product provided to the administrative team and will be comparable in offerings and costs to the current Set-Seg HSA. Employees now receiving health insurance who might have a reduction in benefits due to current Y5's / Kindergarten legislation will be grandfathered in and continue to receive health insurance.

2. For each qualified member of the bargaining unit who does not take the health insurance he/she qualifies for, he/she shall receive the single subscriber rate of the provided program in monthly monetary payments or other contributions as designated by the employee. The employee is responsible for his/her portion of any tax liability he/she incurs through his/her selection.
3. A bargaining unit member may purchase health, dental and/or vision insurance through the School System's group plan provided the carrier allows such procedure.
4. The health plan specifications for the coverage identified in B, 1 of this Article shall not include coverage for services which the Board is prohibited from funding under Section 166d of the State School Aid Act or its successor provision.

C. TB TEST AND FLU SHOTS

The Employer shall continue to provide free T.B. skin tests and free x-rays for positive T.B. reactors to the extent the x-rays are not covered by the employee's insurance, should such T.B. test again become mandatory, and make flu shots available to members who desire them.

D. LIFE INSURANCE

The Employer shall maintain a \$15,000 term life insurance policy on all regular drivers.

E. The Employer reserves the right to designate any and all insurance carriers.

ARTICLE XV - LENGTH OF DRIVING YEAR ("snow" days)

A. All drivers driving a regular daily schedule as defined by the school calendar, shall be guaranteed the number of student instruction days of driving pay. It is agreed that drivers will be required to drive on days of instruction that have been rescheduled to fulfill the requirement as outlined in the State Aid Act with no additional compensation.

ARTICLE XVI - WORKERS' COMPENSATION

A. All drivers are covered by Workers' Compensation and as such have all work related injuries covered while performing duties.

B. Sick leave shall not be utilized where the bargaining unit member is drawing Worker's Compensation benefits.

ARTICLE XVII - QUALIFICATIONS FOR DRIVERS

A. All drivers shall pass a physical examination as required by law.

1. Examinations may be performed by physicians designated by the Employer or by the employees own physician.
2. Costs of physical examinations will be paid for all experienced drivers by the Employer up to the fee charged by the employer designated examiner.
3. Employees shall be required to observe all health and safety rules established and communicated to them by the Employer.
3. An experienced driver who has failed a required physical shall be maintained on the seniority list pending a second opportunity to pass such a required physical or until six (6) months shall have elapsed, whichever comes first.

B. A Commercial Drivers License (CDL) with B and P endorsement is required of all drivers.

1. The expense for a CDL license will be reimbursed to the driver after 180 hours of service by the Employer.
2. All CDL license renewals will be paid for by the Employer.

C. Drivers are to meet or exceed mandated training and education requirements.

- D. Drivers are to meet the standards of the Omnibus Transportation Employee Testing Act of 1991, the standards of the Hastings Area School Board of Education drug and alcohol policy and the Rules/ Regulations as stated in Article X of this agreement.

ARTICLE XVIII - JURY DUTY

A regular driver who is called for jury duty or to give testimony before any legal, judicial or administrative tribunal, and providing that it will not apply to any cause in which the employee is the party to the action, shall be compensated for the difference between his/her normal salary and that which he/she receives for performance of such duty, less reimbursed expenses and travel allowance.

ARTICLE XIX - MISCELLANEOUS PROVISIONS

- A. The Association recognizes that strikes, as defined in the Michigan Public Employment Relations Act, as amended, by public employees are contrary to law and public policy. The Board and Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any strike against the Employer by any employee or group of employees. The Employer agrees that there shall be no lock-out during the terms of this Agreement.
- B. Route/run adjustments -

The Employer may add, adjust, or delete routes/kindergarten runs/shuttles as is necessary during the course of a school year.
- C. Employees shall be required to keep the Employer informed at all times as to their current address and telephone numbers. It is understood that any communication addressed to an employee at his/her last address on record with the Employer shall constitute notice to the employee of the contents of such communication.
- D. Drivers are required to check for messages before and after their runs.
- E. In circumstances of layoffs and recalls relating to bus driving positions, the seniority of employees within the transportation bargaining unit will be the sole consideration. When it becomes necessary to reduce the working force, the last person hired will be the first person laid off and when the force is again increased, the persons are to be returned to the work force in reverse order to the layoff. Where circumstances permit a driver will be recalled to the assignment he/she held prior to layoff.
- F. In the event that the Employer initiates an "All Day-Alternate Day" kindergarten program that would change the eligibility of any drivers currently receiving health care insurance, the insurance coverage will remain in effect for those drivers and the premiums (up to the full family rate as appropriate) for such coverage will be paid for the 1997-98 school fiscal year. Such insurance coverage will remain in effect for those drivers and the premiums (up to the single subscriber rate) for the employee only will be paid for the 1998-99 school fiscal year. This arrangement will be in effect for the duration of this agreement.

ARTICLE XX - COMPENSATION

- A. Minimum pay
 - 1. Routes - one (1) hour a.m. / one (1) hour p.m.
 - 2. Noon Runs / Kindergarten run - two (2) hours
 - 3. One (1) hour per week "cleaning time" to include checking the message board, checking, fueling, and cleaning the bus
 - 4. A flexible time factor of from three (3) to eight (8) minutes shall be added to a.m./p.m. runs to compensate for unusual circumstances that occur throughout the year
- B. Shuttles shall be paid 1/2 hour a.m. and 1/2 hour p.m.
- C. In-district extra runs shall be paid a minimum of one (1) hour driving time per trip. Out-of-district extra runs shall be paid a minimum of one and one half (1 ½) hours driving time per trip. The Barry County Expo Center, Battle Creek Outdoor Center and the Pierce Cedar Creek Institute shall be considered an in-district extra run.
- D. All driving times, after conforming to the conditions of A. above, shall be paid the hourly rate in accordance with the wage scale for the times established by the Supervisor of Transportation Services. In establishing said time the Supervisor shall consult with each driver individually. The accumulated time shall be adjusted to the next .25 hour per day. Times established by the supervisor after consultation with the driver may be reviewed by a committee composed of the driver, supervisor, an Association representative and the Assistant Superintendent. Such a review shall consider the verification of driving time, the inclusion of appropriate flexible time and the proper application of this Master Agreement. Routes will not be retimed unless the number of stops change by three (3) or more or the number of miles driven on the route change by five (5) or more.
- E. Extra trips shall be paid at fixed driving time wherever possible and actual driving time in other instances subject to the approval of the Supervisor.
- F. Special runs, such as the EBI shall be paid the hourly rate in accordance with the wage scale for the time established by the Supervisor. The time established shall not be less than one-half (1/2) hour.
- G.
 - 1. Down-time shall be paid for waiting time on extra trips with the exception of those specified in Section J. below. In the case of a driver having an emergency or conflict so as not to be able to attend a required meeting, the Supervisor must be notified at the earliest time possible.
 - 2. The required meeting rate shall be paid for required meetings.
- H. To be eligible for incentive pay an employee must not be absent from work for each of the ten (10) days in the given pay period unless such absence is due to the employee's personal illness, illness in the immediate family up to seven (7) days, to bereavement leave, approved unpaid leave for attendance at a funeral service, driving for an away event, or jury duty.
- I. PRE-SCHOOL RUNS
 - 1. Drivers shall be paid up to ten (10) hours for regular routes and up to twelve (12) hours for kindergarten runs to set up their time schedules and communicate with parents. Before payment for these hours is authorized a driver shall submit verification of the above activities to the transportation supervisor for such authorization.

2. A driver may use their own vehicle. The employee will be reimbursed for mileage expenses at the current Internal Revenue Service rate. The total mileage shall not exceed two (2) times the length of the route.

J. SPECIAL SERVICES PERFORMED

1. For the great deal of time that drivers put forth for the purpose of public relations, pre-school orientation, individual conferences with students, parents and administration for the purpose of improving rider behavior and for their very active participation in safety programs throughout the year and especially for their time during school bus safety week, the Board of Education agrees to pay each driver the equivalent of seven (7) hours at the rate called for by their regular schedule.

2. Date to be designated by mutual agreement between the Association and the Board.

- K. A substitute shall be eligible for incentive pay for a given payroll period if he/she accepts all assignments offered within that payroll period (two (2) weeks).

- L. Any bargaining unit member, having been employed by the School System ten (10) or more years and who is retiring pursuant to the Michigan Public School Retirement System, shall be eligible to receive a retirement severance payment of twenty-five percent (25%) of the employee's regular wage rate (as determined by his/her hourly rate times the number of hours regularly assigned on a daily basis) for each accumulated sick leave day possessed by the employee on the date of retirement.

- M. Each experienced driver shall receive a single admission athletic pass for home athletic events for the driver.

- N. Each experienced driver shall be allowed a school bus driver jacket allowance for the express purpose of purchasing said jacket, of up to forty-five dollars (\$45) once every three (3) years. The type of jacket and lettering shall be determined by mutual agreement of the Assistant Superintendent, the Supervisor of Transportation Services and representatives as designated by the Bus Drivers Association.

- O. Experienced drivers will be compensated at the normal hourly rate when substituting on an existing route. However, an experienced driver will not be eligible for sick leave if unable to fulfill the substitute assignment because of illness.

ARTICLE XXI - MEAL ALLOWANCE

A driver will be reimbursed for meals purchased on any out of town trip provided the "normal meal hour" is encompassed, provided the meal is eaten prior to returning students to their starting point, and provided he/she presents a receipt for such meal to the Supervisor. Reimbursement shall be for the cost of the meal but no more than:

Breakfast	\$5.00	Leave before 9:00 a.m.
Lunch	\$5.00	Leave before 12:00 Noon
Dinner	\$8.75	Leave before 5:00 p.m.

A driver on an out of town trip, eligible for more than one (1) meal allowance described above may combine their meal allowance, thus obtaining reimbursement for one (1) or two (2) meals rather than two (2) or three (3) meals. Combining of meal allowances will only be allowed when the driver actually obtains one (1) or two (2) rather than two (2) or three (3) meals.

ARTICLE XXII - EXTRA RUNS

- A. All school funded functions involving transportation of students in school buses shall be in buses driven by members of the Association, or other drivers paying a service fee.
- B. All drivers interested in extra trips will sign a roster, which shall be posted, in August and January of each year. Drivers must sign the roster by the end of the second week of September and/or the end of the first semester. A driver signing the roster for the initial time need not wait for the sign-up time.
- C. Extra trip assignments are made on a rotating basis. It is the driver's responsibility to insure that an assigned trip is covered by either taking the trip themselves, trading trips with another driver or by giving the trip to another driver. The driver is responsible for informing the Transportation Supervisor of designee directly as to how the trip will be covered. In the case of a driver having an emergency or conflict so as not to be able to drive the trip the supervisor must be notified at the earliest possible time. Approval to miss a trip because of such an emergency or conflict shall be at the discretion of the supervisor. Deviations from the above procedures are subject to approval by the Assistant Superintendent.
- D.
 - 1. On extra trips, during paid down time, drivers are to remain at the site of the event unless otherwise directed by the Supervisor.
 - 2. On extra trips, during which no down time is paid, drivers are to return, with the bus, to the bus garage unless otherwise directed by the Supervisor.
 - 3. When it is necessary for a driver to eat a meal, the driver should notify the trip sponsor of the place of dining and the expected time to be away from the site.
 - 4. Whenever a driver leaves students at an extra-trip site and returns later to pick them up, the driver must be given a definite return time by the trip sponsor (coach).
- E. On extra runs, the driver and trip supervisor shall cooperatively maintain order and discipline to ensure the safety of all concerned.
- F. Drivers shall be responsible for:
 - 1. Having the bus properly prepared and on time for an extra trip.
 - 2. Drive in an effective and efficient manner to ensure safe and timely arrival at the designation.
 - 3. Properly cleaning and securing the bus at the conclusion of an extra trip.Failure to meet these responsibilities will result in disciplinary action.
- G. In the event of legitimate complaints from trip sponsors, efforts will be made with the involved parties to solve the problems. Should the problem continue or if no resolution is effected, the supervisor may assign the driver out of rotation to serve the best interests of all concerned.

ARTICLE XXIII - DEFINITIONS

- A. Routes/Runs/Shuttles - regularly scheduled driving assignments.
- B. Extra-runs - includes field trips, athletic trips and other irregularly scheduled trips.

- C. Experienced driver - one who has completed the probationary period.
- D. Special runs – special runs and other contracted runs.
- E. Driver - one who has a regular daily assignment for the school year.
- F. Trip - a driving assignment.
- G. Substitute - one who has a periodic, irregular assignment.
- H. Noon / Kindergarten runs – PPI, B4 or any other regularly scheduled driving assignments.

Article XXIV - WAGE SCALE

Wage Scale increase:

2008-2009

		Base wage	Incentive	Total Possible
Step 1	1-4 years	13.61	.55	14.16
Step 2	5-8 years	13.83	.55	14.38
Step 3	9-11 years	14.05	.55	14.60
Step 4	12-14 years	14.24	.55	14.79
Step 5	15-18 years	14.46	.55	15.01
Step 6	over 18 years	14.69	.55	15.24
Step 7	over 20 years	14.95	.55	15.50
	Down time	8.50		
	Required meeting rate	Step 1 hourly rate with incentive		
	Probationary Wage Scale 0 – 180 hours	12.17		

Wage Scale increase:

2009-2010

		Base wage	Incentive	Total Possible
Step 1	1-4 years	13.81	.55	14.36
Step 2	5-8 years	14.04	.55	14.59
Step 3	9-11 years	14.26	.55	14.81
Step 4	12-14 years	14.45	.55	15.00
Step 5	15-18 years	14.68	.55	15.23
Step 6	over 18 years	14.91	.55	15.46
Step 7	over 20 years	15.17	.55	15.72
	Down time	8.50		
	Required meeting rate	Step 1 hourly rate with incentive		
	Probationary Wage Scale 0 – 180 hours	12.35		

Wage Scale increase:

2010-2011

		Base wage	Incentive	Total Possible
Step 1	1-4 years	14.02	.55	14.57
Step 2	5-8 years	14.25	.55	14.80
Step 3	9-11 years	14.47	.55	15.02
Step 4	12-14 years	14.67	.55	15.22
Step 5	15-18 years	14.90	.55	15.45
Step 6	over 18 years	15.13	.55	15.68
Step 7	over 20 years	15.40	.55	15.95
	Down time	8.50		
	Required meeting rate	Step 1 hourly rate with incentive		
	Probationary Wage Scale 0 – 180 hours	12.54		

ARTICLE XXV - DURATION

This Agreement shall remain in full force effective the date of ratification through June 30, 2011.

In witness whereof the parties here have caused this Agreement to be signed by their representative on this 20th day of April, 2009.

FOR THE ASSOCIATION:

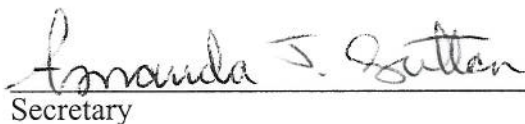
FOR THE BOARD:



President



President



Secretary



Secretary

Date 5-15-09

Date MAY 18, 2009

GRIEVANCE REPORT FORM

Grievance # _____

Hastings Area School System

Distribution of Form

- 1. Superintendent
- 2. Supervisor
- 3. Association
- 4. Grievant(s)

Building

Assignment

Name of Grievant

Date Filed

STEP 1 a.

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Date

Signature

C. Disposition of Supervisor: _____

Date

Signature

D. Disposition of Grievant and/or Association: _____

Date

Signature

STEP 1 b.

A. Date Received by Director of Operational Services: _____

B. Disposition of Director of Operational Services: _____

Date

Signature

C. Position of Grievant and/or Association: _____

Date

Signature

STEP 2

A. Date Submitted to Superintendent: _____

B. Disposition of Superintendent: _____

Date

Signature

STEP 3

A. Date Submitted to Board of Education: _____

B. Disposition of Board of Education: _____

Date

Signature