

MASTER CONTRACT BETWEEN
EATON RAPIDS BUS DRIVERS ASSOCIATION
AND
EATON RAPIDS PUBLIC SCHOOLS
BOARD OF EDUCATION

2004-06

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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 drivers' personnel with respect to hours, wages, terms and conditions of employment. It is hereby agreed as follows:

ARTICLE I – 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 drivers' 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 II – 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.
 4. 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 III – AGENCY SHOP, DUES AND PAYROLL
DEDUCTIONS**

- 1) All Bus Drivers, as a condition of employment, shall either:
 - a) Be a member of the Eaton Rapids Bus Drivers Association and pay the appropriate membership dues as determined by the Association (payment may be made either by payroll deduction or directly to the Association); or
 - b) Pay to the Association a Representation Benefit Fee in an amount not to exceed the dues to the Association.
 - c) 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 reasonable (at least 30 calendar days) notice and the opportunity to come into compliance with the requirement to pay dues or service fees.

- 2) The Board agrees to advise the Association, upon request, of all additions, deletions, or changes in the status of members of the bargaining unit.

- 3) Deductions 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's 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 refunds 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.

- 4) 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 this Article.

ARTICLE IV – 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 first 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. Certain instances of misconduct off the job.

In general, acts committed off the job will not be grounds for discipline, unless the results of such acts 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. Upon request, employees shall have the right to Association representation when being disciplined, or in a meeting that may lead to discipline.

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

ARTICLE V – SENIORITY

- A. After a driver successfully completes probation, he/she will be given a seniority date of the first date actually driven on a route. In the event of a tie in seniority, utilizing the date that the employee first worked for the transportation department (including working as a substitute), shall break the tie.
- B. The seniority list shall be updated yearly and posted in the drivers' lounge at all times.
- C. 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 VI – 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 Eaton Rapids School District believes 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, 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 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 involved.

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, 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 Transportation Supervisor 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 a specific article and section of this Agreement, the grievant 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.

- e.** 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 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, shall be paid by the party or parties requesting the transcript, or the party or parties producing the witness or having the representative.
- f.** 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 employee or employees involved, and the Board of Education.
- g.** 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 VII – 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.

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.

When an employee qualifies for urgent leave, it may not exceed 180 school days cumulative. The leave may extend into another school year. If an employee on urgent leave can return periodically or sporadically, the 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, rather than a separate urgent leave, which would entitle an employee to an additional 180 school days of 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, he/she shall lose his/her kindergarten route and may not bump back in. If the employee returns to work after 90 school days, but before 180 school days, he/she may bump the least senior driver with his/her pay rate intact. Seniority and longevity will not accrue after the 90th school day. The driver will lose his/her job on the 181st school day.

- 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. Leave time is not accrued/earned while an employee is on an unpaid leave of absence.

ARTICLE VIII – PAID LEAVES

- A. Each employee covered by this Agreement will be entitled to leave time accumulated in a single leave time bank at the rate of one (1) day per month worked. (10 or more days worked = 1 day leave time. Less than 10 days worked = ½ day leave time). For purposes of this article, a day means the regularly scheduled hours worked in a day.
- B. Paid leave 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. Leave time shall also be granted when an illness in the immediate family necessitates the attendance of the employee.
- C. 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 driver's accrued leave time will be charged, unless the driver requests the leave to be unpaid.
- D. Employees with less than five (5) 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 300 hours upon termination of employment.

Employees with more than five (5) 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 300 hours upon termination of employment.

It shall be the responsibility of the employee to provide the evidence of more than five (5) years of service credited toward his/her Michigan School Employees Retirement Program.

- E. All leave time accumulated more than 300 hours will be paid at the normal rate of pay at the end of each school year.
- F. An employee shall not be able to draw leave time benefits while receiving workers' compensation benefits.

G. **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.

ARTICLE IX – 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 Supervisor. 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 X – ROUTES AND TRIPS

A. **Routes:**

1. 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. All kindergarten routes and kindergarten substitutes will be chosen by seniority at the start of each school year.

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.

2. Route vacancies will be posted on the bulletin board for a period of three (3) working days. All interested drivers shall sign the posting within this three- (3) day period. This driver will have a three-(3) day trial period to drive the route, with the option to keep the new route or return to his/her old route, after the three (3)-day trial period. Routes, which become vacant in the summer, shall be bid in accordance with Article IX, Section A-1.
3. Bus routes will be timed at the start of every school year by the drivers. The driver will submit a time sheet every two months 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 rate of pay 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.
4. Kindergarten drivers have the right to sign for extra trips. When the kindergarten substitute is not available, the office will help find a substitute. When the kindergarten substitute agrees in advance to drive, he/she may not take an extra trip.
5. The substitute driver will normally drive a.m. and p.m. routes. Routes will not be split unless supervisor deems necessary.
6. A driver who feels his/her bus is overloaded, so as to jeopardize the safety, shall use the grievance procedure to seek relief.
7. No unscheduled passengers will be allowed to ride on any bus without the consent of the supervisor.
8. 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 from his/her route, and the lowest seniority driver will drop to substitute status keeping his/her rate of pay.

9. A \$100 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. A \$50 stipend will be paid to bus drivers that have kindergarten 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.
10. Substitute drivers are not required to ride with the bus driver setting up the route.

B. **TRIPS**

1. 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).

Fall trips will be assigned by seniority if no hours are posted. If a driver receives a fall sport, before school starts in the fall, the driver's hours will start to accumulate with the first trip of the sport. Summer run hours shall not be considered in making these assignments.

2. All extra trips shall be paid no less than one (1) hour minimum.
3. All extra trips will be first driven by members of the Eaton Rapids Bus Drivers Association, then Transportation Supervisor or mechanics, if needed, unless a driver is not available.
4. All extra trips shall have a scheduled adult chaperone for each bus before they are approved.

5. It shall be the responsibility of the sponsor of a trip to know the directions, destination and where the bus may be parked. This is to be given to the driver before the trip, along with a list of passengers.
6. A driver who wishes summer driving 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.
7. The Transportation Supervisor may assign extra trips in the event no driver signed for the trip.
8. 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 upon basis.
9. The information included in items 4 and 5 will be explained on each bus request form.
10. Any extra trip cancelled thirty (30) minutes or less before scheduled regular departure time will result in the driver being compensated for regularly scheduled route lost time.

ARTICLE XI – ASSIGNMENT OF NEW BUSES

- A. The Transportation Supervisor reserves the right to assign a bus or buses to the routes or extra trips.
- B. A bus driver will be required to drive a spare bus while his/her bus is in the garage for maintenance.

ARTICLE XII – SAFETY MEETINGS

- A. Drivers are required to attend all administratively approved safety meetings for which he/she will be paid at his/her regular hourly rate. Any state, federal or employer mandated training will be compensated at the regular rate of pay; i.e., defensive driving, mirror adjustment, etc.
- B. Mechanics will, in the morning, check under the hood of all buses.

- C. Monthly meetings will be scheduled at the beginning of each school year.

ARTICLE XIII – DRIVER COMPENSATION

A. Base Wage Schedule:

<u>Effective 7/1/04</u>	<u>Regular</u>	<u>Trip</u>
Starting Probation -	\$11.62	\$11.37
First Year -	12.35	12.10
Second Year -	12.98	12.73
Third Year -	13.65	13.40
Fourth Year -	14.29	14.04

<u>Effective 7/1/05</u>	<u>Regular</u>	<u>Trip</u>
Starting Probation -	\$11.79	\$11.54
First Year -	12.54	12.28
Second Year -	13.17	12.92
Third Year -	13.85	13.60
Fourth Year -	14.50	14.25

- B. New drivers will be considered on probation for 40 regular scheduled workdays driven after the driver receives a regular route. During the probationary period, the supervisor may:
1. Grant permanent status.
 2. Extend the probation period.
 3. Terminate employment.
- C. Unless otherwise designated on the trip form, extra trips will be paid from the Article XII (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 maximum paid time prior to a trip will be three/tenths (0.3) of an hour. This will include being at the school five (5) minutes prior to the scheduled leave time. The driver must work all morning runs prior to an afternoon trip. The driver shall stay with the trip unless requested otherwise.
- D. Kindergarten substitutes will be paid up to three (3) days when learning the route at the beginning of each school year. These three (3) days must be used within the first two (2) pay periods of the school year.

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

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

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

- G. 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

With:

1. Five (5) years but less than ten (10) years	35 cents
2. Ten (10) years but less than fifteen (15) years	55 cents
3. Fifteen (15) years but less than twenty (20) years	75 cents
4. Twenty (20) years but less than twenty-five (25) years	95 cents
5. Twenty-five (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.

- H. Drivers will be paid eighteen (18) minutes per day, in addition to his/her regular pay, for maintenance of his/her assigned bus. Drivers will be paid for extraordinary duties regarding sick students. (Example: vomit, blood, body fluids, etc.)
- I. 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.

If school is cancelled due to an 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 scheduled to work and if the regular driver does not receive compensation for that day.

- J. 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 costs.

- K. 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, President's Day, Memorial Day, and July 4, provided the bus driver has worked the workday prior to and the workday following the holiday. Labor Day shall be a paid holiday regardless of when school starts. Sick days count as days worked and must be used continuously to collect holiday pay.

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 does not receive compensation for that day.

- L. 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.
- M. The Board of Education will reimburse the driver for the difference between a regular driver's license and both a chauffeur's license and a commercial driver's license (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.

- N. 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 driver's employment, provided that the bus driver remits directly to the Superintendent of Schools all monies received for such appearance, less reimbursed personal expenses.
- O. Extra pay of \$50.00 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, kindergarten, and vocational education runs.
- P. A driver will receive regular wages for days when a bus breaks down and no other vehicle is available to do the route.
- Q. Driver shall be able to use leave hours for Teacher Record Day, or an inservice day.
- R. At the beginning of the school year, the Transportation Supervisor will announce one mandatory inservice meeting for which no leaves will be granted.
- S. The Board of Education will pay up to a maximum of \$200.00 per driver per school year for physical conditioning, and may be applied toward the cost of a membership in Health Works at the Eaton Rapids Medical Center, or some like physical fitness program.

ARTICLE XIV – PROTECTION OF EMPLOYEES

- A. 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.
- B. 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. 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 workers' 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.

- C. 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.
- D. The supervisor will consult the drivers, before scheduling a consultation with a parent. The driver is responsible for contacting Association representation and confirming the meeting with the Supervisor.
- E. Before any suspension takes effect, students' driver will contact the parent/guardian. If possible, the parent will be contacted by phone. If the parent cannot be contacted by phone, a discipline form will be mailed to the family noting the infraction and dates of suspension. When a student is suspended from one bus, they are suspended from all buses.
- F. Suspension of 10 days or less may be appealed to the Transportation Appeals Board. All appeals of the Transportation Department violations notices must be submitted in writing to the Transportation Appeals Board within 48 hours. The Transportation Appeals Board will consist of an administrator (Principal, Asst. Principal, etc.), a parent and a bus driver who is not the student's driver. The Transportation Appeals Board shall meet and issue a determination within five school days of the appeal. The decision of the Transportation Appeals Board is final.
- G. At the request of the bus driver(s) involved, an Association Board member will be allowed to sit in on any student, parent, or driver disciplinary meeting.
- H. Student suspensions and appeals will be in accordance with the provision 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 views to the Board before any vote is taken to amend the Handbook.

- I. Documents of a disciplinary and/or evaluative nature shall be signed and dated by the employee prior to being inserted into the personnel 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.

- J. 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 others matters excluded under 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.

- K. 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 XV – 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:

	<u>2004-05</u>
Family coverage	\$1,058.87

2-Person coverage	\$957.93
Single coverage	\$425.12

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.

Fully paid TriMed insurance for all eligible Bus Drivers (including the premium cost increase) from July 1, 2004 for the 2004-2005 school year. For the 2005-2006 school year, contract negotiations will be opened (by a date agreed to by all parties) to work with other school employee groups within the district to determine a more cost effective health care option. Health care options considered must be comparable to the TriMed insurance currently offered. This means that, as a result of the option agreed upon, bus drivers could be responsible for some premiums for the 2005-2006 school year.

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%
15-21.9 hours –	50%
14.9 and below -	0%

- B. Effective July 1, 2004, employees not electing health insurance, shall receive \$235.45 per month cash in-lieu-of insurance for ten (10) months of the year. The same pro-rata schedule above will apply for cash in-lieu-of insurance.

Effective July 1, 2005, employees not electing health insurance, shall receive \$271.47 per month cash in-lieu-of insurance for ten (10) months of the year. The same pro-rata schedule above will apply for cash in-lieu-of insurance.

Drivers with summer routes will be eligible for this cash in-lieu-of insurance during the months of July and August, with the same weekly hourly requirements.

- C. The Board will serve as collection and payment agent in order to process payroll deductions to pay the monthly premiums for Dental and Vision Insurance, with the coverage and carrier to be selected by the Bus Drivers Association.

Bus Drivers will continue to be fully responsible for dental and vision premiums for 2004-2005 and 2005-2006. However, Administration agrees to work with the Bus Drivers Association to explore less costly premium options for its members.

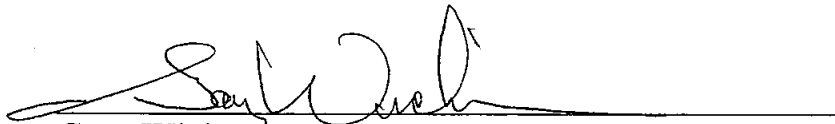
- D. Drivers may participate in a tax-sheltered annuity of the employee's choice from among those available in the District, as currently approved by the School Board, or take the cash option described above.
- E. Health insurance benefits shall take effect on the first day of the month following the 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.
- F. The Board will contribute up to \$31.00 per driver per month toward payment of premiums on short-term disability, long-term disability, and term life insurance, with the coverage and carrier to be selected by the Bus Drivers Association. Cash payments in this amount shall be made if the driver is unable to obtain coverage.
- G. The provisions of this article shall include all non-probationary employees.

DURATION OF AGREEMENT

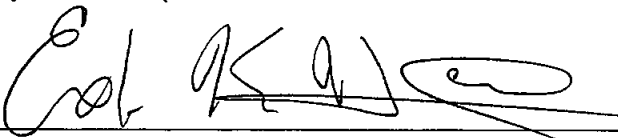
This Agreement covers the period July 1, 2004 through June 30, 2006.

Signed this 26th day of January, 2005.

FOR THE EATON RAPIDS BOARD OF EDUCATION



Gary Wichman President




Edward K. Hatler Secretary

FOR THE EATON RAPIDS BUS DRIVERS ASSOCIATION



Theresa Baker President



Patricia Krabill-Redburn Vice President

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: _____