

**From:** "Frais, Martha" <Frais@mackinac.org>  
**To:** "Robin Vedder" <vedderr@pps.k12.mi.us>  
**Date:** 7/27/2009 1:09 PM  
**Subject:** RE: FOIA Request

Thank you very much for sending me the teacher contract. It is no problem to wait until Wednesday to send the remainder of the contracts electronically.

Thank you for your cooperation.

Martha Frais  
Mackinac Center for Public Policy  
Phone: (989) 631-0900  
www.mackinac.org

-----Original Message-----

From: Robin Vedder [mailto:vedderr@pps.k12.mi.us]  
Sent: Monday, July 27, 2009 9:20 AM  
To: Frais, Martha  
Subject: RE: FOIA Request

I am sorry for the delay. We have one contract which we can send electronically (see attached). The other three are paper only. We are buying a new copier with scanning capabilities which will be operational on Wednesday. If you can wait until then I can send the remainder electronically. If not I can send them through the mail. Please advice me as to what you would like.

Thank you,  
Robin Vedder

\*\*\*\*\*

Robin Vedder  
Payroll Specialist  
Potterville Public Schools  
517-645-4701  
517-645-0092 (Fax)  
vedderr@pps.k12.mi.us

\*\*\*\*\*

>>> "Frais, Martha" <Frais@mackinac.org> 7/22/2009 10:30 AM >>>

Hello Mrs. Vedder,

I wanted to verify that the Superintendent is back from vacation and handling our FOIA request. It has been a month since your response, so I simply wanted to get an update on the status of the FOIA request.

Thank you very much.

Martha Frais  
Mackinac Center for Public Policy  
Phone: (989) 631-0900  
www.mackinac.org

*TO: Martha  
I will send each  
contract seperately.  
Robin Vedder  
517-645-4701*

# AGREEMENT

between

**Board of Education  
Potterville Schools**

and

Potterville Bus Drivers Association

Effective July 1, 2004 thru June 30, 2005

parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, disability, or national origin.

## **ARTICLE XXIII**

### **USAGE OF SCHOOL FACILITIES AND EQUIPMENT**

The Union and its members shall have the right to use the building and facilities and equipment, such as typewriters, mimeograph machine, other duplicating equipment, calculating machines, and all types of audio-visual equipment at such hours that do not interfere with the regular programs of the school or any other activities that had been previously scheduled. If custodial services are required for the use of the building by the Association, the association shall reimburse the school district for any additional custodial salaries.

## **ARTICLE XXIV**

### **TERMINATION OF AGREEMENT**

#### **Section 1.**

This Agreement shall be in full force and effect from fiscal July 1, 2004 to June 30, 2005, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration.

#### **Section 2.**

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in the Agreement, either party may serve upon the other a notice, at least ninety (90) days prior to termination of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

#### **Section 3.**

It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement, the parties agree to start negotiations at least forty-five (45) days before the expiration or amendment date of this Agreement.

#### **Section 4.**

In the event of an inadvertent failure by the Association to give the notice set forth in Section 1, 2 and 3 of this Article, such party may give such notice at any time prior to the

termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the 61st day following such notice.

**Section 5.**

In the event of war, declaration of emergency or imposition of civilian controls, during the life of this Agreement, either party may reopen the same upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If government approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the day and year first above written.

SCHOOL DISTRICT

Potterville Public Schools  
Eaton County

ASSOCIATION

Potterville Bus Drivers Association

\_\_\_\_\_

\_\_\_\_\_

SCHEDULE A

**Wages**

Regular trips, adult education trips, special education trips, athletic and field trips shall be paid at the hourly rate set forth below:

	2001	2002	2003	2004 - 2009
<b>Wait Time:</b>	\$ 8.09	\$ 8.25	\$ 8.42	\$ 8.42
<b>Driving Time:</b>	\$17.41	\$17.76	\$18.11	\$18.11

Employee's who become regular run drivers after (1) one year seniority will be paid at Regular Driver's wage scale.

**Substitute Drivers**

Beginning with the 1998-99 school year and thereafter, substitute drivers that do not have a regular run cannot belong to the bargaining unit.

Bargaining unit members that are available to sub must be asked first and equally from the pool of available unit members.

Substitute drivers will drive for regular run drivers when regular run drivers are on a field or athletic trip.

Employees shall be paid at the following minimums:

Regular trips - 1.5 hour minimum  
All other trips - 2.0 hour minimum

For the purpose of establishing hours worked all times shall be rounded upward to the nearest quarter hour.

**Field Trips.** Field trips are defined as the transportation of students and/or other authorized passengers to special activities, whether during the school day or outside it and either within or outside the school district on an occasional or irregular basis as distinguished from regular routes as defined in Article II, Wages and Hours.

Field or special trips shall be offered to bargaining unit members, by seniority on a rotating basis, if bargaining unit members refuse trips, trips then will be offered to substitute drivers. A refusal will count the same as if worked.

receive \$100.00. Drivers who have not used sick time during the second half of the year will receive \$100.00. If you call in the day you are scheduled to work that you can't report that is sick time.

**Severance Pay.** Upon a driver's retirement, in accordance with the requirements of the Michigan Public Schools Employees Retirement Act, a severance leave payment determined by the greater of 1 or 2 below, will be paid if at least ten (10) years continuous employment in this schools district has occurred.

- (1) 10 years of service \$800.00
- (2) 15 years of service \$1,100.00
- (3) 20 years of service \$1,700.00

**Physicals.** When required annual physical examination is given by a Board designated physician, the full cost of the examination, including laboratory fees, shall be paid for by the Board.

**License reimbursement.** The board will pay the price of the commercial driver's license on renewal licenses after a driver has been employed for a year.

The employer agrees to pay the premium for the current long-term disability (L.T.D.) policy.

The employer will provide \$25.00 per month toward optical or dental benefits, whichever the employee elects. If the employee does not participate in either plan, they will receive \$25.00 in lieu of per month.

Employees may join the employer provided health care (hospitalization) group at the employee's expense.

Pending New Contract  
2001-2004

Board of Education Proposals

Date: June 6, 2001

Union  
6-6-01  
T/A  
Proposal Package:

Article 1 - Section 3; Union dues will be deducted from the 1<sup>st</sup> and 2<sup>nd</sup> check each month.

Article 2 - \*\* If we agree on an hourly wage Page 3 will have to be redone \*\*

- Section 3 Holidays; Add Good Friday ( when school is not in session )  
~~Last Paragraph; change "or" to "and" to read "day before the holiday, and"~~

1/2 T/A  
6-6-01 Article 3,4,5,6. - No changes

2 T/A  
6-6-01 Article 7 - Delete paragraphs 6 & 7.

3 T/A  
6-6-01 Article 8,9,10,11,12. - No changes

4 T/A  
6-6-01 Article 13 - Keep language and add " district will provide Rain Gear ( poncho) and one long sleeve fleece shirt.

5 T/A  
6-6-01 Article 14,15,16,17,18,19. - No changes.

6 T/A  
6-6-01 Article 20 - We still believe your language proposal could create a lay off position in the future. We feel the language is dangerous to your lower senior people.

7 T/A  
6-6-01 Article 21 - Section 3, #6 - Delete " assistant superintendent for Personnel" change to "Supervisor".

- Section 3, #6 - The Board feels 3 personal business days is appropriate.

8 OK - Section 5, - delete "fan out " and add union steward or designee.

- Section 5, C ; we need clarification on this paragraph. What happens if on the make up an employee does not work? See attached

9 T/A  
6-6-01 Article 22,23,24. - No Changes

Board of Education Proposals

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Union  
6-6-01  
T/A  
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✓ T/A 6-6-01 Article 13 - Keep language and add " district will provide Rain Gear ( poncho) and one long sleeve fleece shirt.

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- Section 5, C ; we need clarification on this paragraph. What happens if on the make up an employee does not work? *See attached*

✓ T/A 6-6-01 Article 22,23,24. - No Changes



Bus Drivers  
POTTERVILLE

Page 2. Board proposals 6-6-01

Schedule A: We propose the following hourly rate:

T/A  
6-25-01

	2001/2001	2002-2003	2003-2004
Wait Time:	<del>\$8.08</del> 8.09	<del>\$8.24</del> 8.25	<del>\$8.41</del> 8.42
Driving Time:	<del>\$17.33</del> 17.41	<del>\$17.68</del> 17.76	<del>\$18.03</del> 18.11

\*\* Meal Time \*\*

T/A  
6-25-01 We agree to a flat fee of \$6.00 per meal

\*\* No receipt Necessary, reimbursements will be given once a month.

~~\*\* To qualify for the breakfast meal your trip must have you reporting by 6:30 a.m.~~

\*\* Sick Time \*\*

T/A  
6-25-01 We propose an increase for perfect attendance to \$100.00

\*\* If you call in the day you are scheduled to work that you can't report that is sick time.

\*\* Severance Pay \*\*

No language change but increase stipend :

10 years = \$800.00

15 years = 1,100.00

20 Years = 1,700.00

\*\* License Reimbursement \*\*

T/A  
6-6-01 Paragraph 3 change reimbursement to " in lieu of "

Change first words to employer not employee.

~~The Potterville Board will not agree to pay for sick leave, sick leave is a benefit not a savings plan.~~

~~The Board is also not interested in starting a longevity plan. Your proposal would cost the district \_\_\_\_\_ per year.~~

C  
2 snow days are free. Following  
Snow days are not paid. Drivers  
are paid on make up days at end of  
year (page 19)

from Jeff 3/18/2008

unless otherwise indicated, also shall apply to all other extended leaves covered under this Article.

- a. Requests for leaves shall be in writing to the transportation supervisor.
- b. All general leaves shall be limited to one (1) year. Extensions may be granted by the Board.
- c. Reemployment during the school year shall be at the discretion of the Board. A driver who gives timely notice of intention to return for the following year and meets the other qualifications of the leave procedure shall be reemployed if there is an opening on the staff for which the driver is qualified.

C. Health and Hardship Leave

1. Any driver whose personal illness extends beyond the period covered by accumulated sick leave shall be placed on health and hardship leave for the period of time necessary for complete recovery, but not to exceed one calendar year from the date of inception of illness or disability.
2. Upon recovery, the driver shall be required to submit a physician's statement attesting to the driver's ability to fully perform the duties of he/her position, subject to Section 6, below.

Section 5. Emergency School Closings

- Change language*
- A. Notification of such closing will be a "fan-out" procedure which would include the Supervisor of Transportation notifying three designated members of the bargaining unit after decision has been made on emergency closings.
  - B. On emergency closing days, drivers shall receive their regular rate of pay.
  - C. The first two (2) emergency school closings, drivers will be paid and will not be required to make-up those two days. After the second emergency school closing, further days will be paid in that pay period. Make-up days will be at no cost to the district and will be made up at the end of that regularly scheduled school year.

Section 6. Physical and/or Physiological Examination

In any situation where the physical or mental fitness of the driver to perform is in question, to include but not be limited to situations of pregnancy, return from sick leave, or return from health and hardship leave, the Board may require a statement from the driver's physician.