

**MASTER AGREEMENT**

**between**

**IONIA PUBLIC SCHOOLS**

**and**

**THE IONIA PUBLIC SCHOOLS'  
BUS DRIVERS**

**CHAPTER OF LOCAL #1910  
MICHIGAN COUNCIL #25 AFSCME,  
AFL-CIO**

**Effective:**

**July 1, 2006  
to  
June 30, 2009**

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**ARTICLE 1**

**AGREEMENT**

This Agreement is made and entered into by and between the Board of Education of the Ionia Public Schools, hereinafter called the "Board" or "Employer and AFSCME Council 25, hereinafter called the "Union".

**ARTICLE 2**

**RECOGNITION**

The Board hereby recognizes the Union as the sole and exclusive bargaining representative, as defined in Public Act 379, 1965, for all full-time and regular part-time bus drivers and excluding substitutes, supervisors and all others.

The term employee when used hereinafter in the Agreement shall refer to all employees represented by the Union in the bargaining unit.

References to female employees within this agreement shall include male employees.

Substitute employees (including the mechanic and assistant mechanic) are those who are used to replace an absent employee on leave of absence (paid or unpaid), vacation, when regular drivers are not available for extra trips or during periods in which vacancies are being filled.

### ARTICLE 3

#### **AUTHORITY OF BOARD**

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, subject to the collective bargaining rights of its employees with respect to wages, hours and other terms and conditions of employment as expressed in Act 379 of the Michigan Public Acts of 1965, and to the limitations described in the specific and express terms of this Agreement, 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, including but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while they are on duty;
- (b) To hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their discipline, demotion or discharge, and to promote and transfer all such employees;
- (c) To make such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of the district's properties and facilities, and after advance notice hereof to the Union and the employees, to require compliance therewith;
- (d) To determine the number and location of specific work assignments, the equipment and procedures to be used, the schedule of duties for each work assignment, and to determine the starting and quitting time and the number of hours to be worked on each shift.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance hereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then to the extent and only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

## ARTICLE 4

### EMPLOYEE RIGHTS

#### A. Non-Discrimination

1. The Board agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining. The Board agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Michigan, or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of her membership in the Union; her participation in any activities of the Union or collective negotiations with the Board, her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
2. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights she may have under the applicable laws and regulations.
3. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, political activities, color, national origin, age, sex, or marital status.

#### B. Discipline

1. No seniored employee shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.
2. An employee shall be entitled to have present a representative of the Union during any meeting which may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Such representation must be made within five (5) work days of the request. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Board of the right to representation under this provision of the Agreement.
3. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify the employee and the Union in writing of the discharge or suspension.

C. Files and Records

1. An employee will have the right to review the contents of her personnel records excluding initial references, of the district pertaining to the employee originating after initial employment and to have a representative of the Union accompany her in such review.
2. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the materials in question. Any employee's signature on materials indicates awareness of and not necessarily agreement with the material.

- D. For the purpose of assisting an employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Board shall permit an employee and/or a Union representative access to and the right to inspect and acquire copies of her personnel file and any other files or records of the Board which pertain to the employee or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

## ARTICLE 5

### UNION RIGHTS

A. Special Conferences

Special conferences for important matters will be arranged between the Union Representatives and the designated representative of the Board upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of the Board.

B. Bulletin Boards and School Mails

The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials. The Union shall also have the right to use the school mails to distribute Union material.

C. Use of Facilities and Equipment

The Union shall have the right to use school facilities for meetings and school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

D. State and National Union Representatives

Duly authorized representatives of the state and national levels of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with nor interrupt normal school operations.

E. Union Representation

There shall be one (1) steward and one Chapter Chairperson for the purpose of employee representation. The Union shall furnish in writing, to the Board, the names of Stewards upon their election or appointment. Within reasonable time limits, stewards, during working hours, without loss of time or pay, may represent employees and investigate and present grievances to the Board. Should it become necessary for a Steward to leave her place of work in order to represent an employee or investigate a grievance, the steward shall notify her supervisor and give the name of the employee she is going to see. The Steward shall notify the supervisor upon her return to work.

F. Relevant Information

The Board agrees to furnish, in the form in which it is available in the records of the district, to the Union in response to reasonable written request from time to time all

available information concerning the financial resources of the district, tentative budgetary requirements and allocations, as required by law and other information necessary to contract administration and collective bargaining. Costs of materials for duplication of such information and other reasonable costs shall be borne by the Union if documented and requested by the Superintendent.

G. Bargaining Unit-Work

- (1) Coaches, teachers, administrators, volunteers, or other individuals shall be permitted to transport students in cars, buses or vans to extra trip related activities.
- (2) Classroom instructors may drive a bus, car or van in conjunction with their assignment (e.g., building trades teacher, agricultural teacher).
- (3) The above referenced provisions relating to employees and volunteers driving busses will not be operative if the employee or volunteer is not included in the pool of employees tested for drugs and alcohol under federal law.

H. The Employer shall provide, at no cost to the Union, up to a total of ten (10) working days per year of released time to attend a function of the Union, such as conferences, training sessions, and conventions. No more than two (2) unit members at any one time may utilize such released time.

## **ARTICLE 6**

### **AGENCY SHOP**

- A. Employees covered by this Agreement shall be required, as a condition of continued employment, to establish membership in the Union or pay a service fee in an amount established by the Union for the duration of this Agreement.
- B. The deduction of dues and service fees through payroll deduction is required as a condition of this Agreement. The employer therefore agrees to payroll deduct dues and service fees from bargaining unit employees in amounts established by the Union.
- C. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability including the fees of legal counsel retained by the Employer to defend any claims arising out of or with regard to this Article.
- D. Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and by-laws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and/or service fees.
- E. The Employer agrees to provide this service without charge to the Union.
- F. The Employer shall not be required to make any check-off for Union dues if the employee's pay is not sufficient to cover the dues in any period.
- G. Deductions for any calendar months shall be remitted to the designated officer of the Union and with an alphabetical list of names and addresses of all employees from whom deductions have been made, not later than seven (7) calendar days after such deductions are made.
- H. The Employer shall also indicate the amount deducted and notify the union of names and addresses of employees, who, through a change in their employment status, are no longer subject to deductions.
- I. The Board shall not be liable to the Union or any employee for the remittance or payment of any sum other than that constituting the actual deductions made from wages earned by employees in accordance with the authorization on file with the Board.



**ARTICLE 7**

**PAYROLL DEDUCTIONS**

- A. Upon written authorization from the employee, the Board shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions to P.E.O.P.L.E., annuities (including MEA Financial Services) and variable options (including MESSA), credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Union and the Board.
  
- B. The Union shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Board or in reliance upon signed authorization cards or lists furnished to the Board by the Union for the purpose of payroll deduction of dues.

## ARTICLE 8

### GRIEVANCE PROCEDURE

- A. Definition: A claim or complaint by an employee or group of employees that there has been a violation, misinterpretation, or misapplication of the provisions of the agreement.

The termination of services of any probationary employee shall not be the basis of any grievances filed under the procedure outlined in this Article.

Any dispute involving the timing of a run will be subject to the grievance procedure but only up to the mediation level.

- B. General Conditions

A written grievance shall be filed on a form provided by the Union.

Any written grievance not filed in accordance with the requirements of this article shall be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

The term days as used in Article 8 (Grievance Procedure) shall be defined as days on which the district's Central Office is open. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.

Grievances shall be signed by the grievant(s) or the Chapter Chairperson or Steward.

Grievances not within the power of the immediate supervisor to resolve may be entered at formal Level Two (2) of the procedure.

- C. Hearing Levels

#### Level 1

When a cause for complaint occurs, the affected employee(s) shall request a meeting with the Director of Transportation within fifteen (15) days from the date of the alleged occurrence of the event upon which the complaint is based in an effort to resolve the complaint. The Union may be notified and a representative thereof present with the employee at such meeting. If the employee is not satisfied with the result(s) of the meeting, she may formalize the complaint in writing as provided hereunder. If a complaint is not resolved in the informal conference between the affected employee(s) and the Director of Transportation, the complaint may be formalized as a grievance. It shall be submitted, in writing to the Superintendent or his designee, within five (5) days of the meeting with the Director of Transportation and the employee. A copy of the grievance shall be sent to the Union and the Director of Transportation.

## Level 2

Within seven (7) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Union on the grievance. The Superintendent or designee, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and the grievant(s).

## Level 3

If the grievance is not resolved at level 2, the union may within five (5) days of the determination at level 2, appeal the grievance to mediation through the Michigan Employment Relations Commission in writing with a copy provided to the Business Manager. No individual employee shall have the right to appeal to this level.

## Level 4

If the grievance is not resolved to the Union's satisfaction in mediation, the Union may appeal the grievance to arbitration within ten (10) days of the final mediation session(s).

No individual employee shall have the right to pursue a grievance to arbitration under this clause without the approval of the Union in writing.

If the parties can't reach mutual agreement on an arbitrator, the matter will be submitted to the American Arbitration Association, for the selection of an arbitrator in accordance with its rules and regulations. The Demand to Arbitrate must be submitted to AAA within ten (10) days of the initial Level 4 appeal letter.

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

The fees and expenses of the arbitrator, shall be shared equally by the parties.

The decision of the arbitrator shall be final and binding upon the parties.

Arrangements will be made for the release of Union witnesses without a loss of pay.

- D. For purposes of assisting an employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Board shall permit an employee and/or a Union representative access to and the right to inspect and acquire copies of her personnel file and any other files or records of the Board which pertain to the employee or any issue in the proceeding in question. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.

## **ARTICLE 9**

### **EMPLOYEE PROTECTION**

- A. Any case of assault by a student upon an employee, while on the Board's property or acting in the line of duty, shall be promptly reported to the Board. Should the Board determine that such a course is necessary, then legal counsel shall be provided to advise the individual of her rights and obligations with respect to such assault and shall promptly render reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.
  
- B. In case of an assault by a student on an employee acting in the line of duty, causing damage to the employee's personal property, the Board shall make an equitable financial reimbursement for the repair or replacement of such property up to two hundred fifty dollars (\$250.00), unless such loss is covered by insurance or any other source.

## ARTICLE 10

### PAID LEAVE

#### A. General Conditions/Illness and Disability Leaves

1. The Board shall furnish each employee with a written statement at the beginning of each school year setting forth accumulated sick leave.
2. Sick leave days will accumulate at a rate of one (1) day for each twenty (20) days worked. Unused sick leave shall accumulate to 190 days maximum.

At the beginning and half-way point of the employees work year, employees will be credited with half of the leave days for the year in advance, based upon the employees annual work schedule.

Employees hired after the start of the year will have such time prorated. In the event of severance or unpaid leaves of absence, time used in advance of the time it would otherwise have been earned, will be repaid through payroll deductions or other means.

3. Sick leave days may be utilized by an employee for the following:
  - (a) Personal Illness or Disability - The employee may use all or any portion of her leave to recover from her own illness or disability.
  - (b) Up to five (5) days per year may be used for illness in the immediate family. Immediate family is defined as spouse, children, parents and others living in the household. In addition, the employee may choose to use his/her personal leave days as outlined in Section C of this Article.
  - (c) For medical appointments for the employee or the employee's immediate family (spouse, children, parents and others living in the household). In addition, the employee may choose to use his/her personal leave days as outlined in Section C of this Article.
4. Any employee who is absent due to an injury compensable under Michigan Worker's Compensation Act will be paid the difference between the benefits received under the Michigan Worker's Compensation Act and her regular weekly straight time earnings. Such difference will be deducted from the employee's accumulated sick leave credits on a pro rata basis until the accumulated sick leave credit has been exhausted. Upon exhaustion of accumulated sick leave days, the employee shall receive only the amount provided by Worker's Compensation.

5. The Board reserves the right to require a physician's statement prior to an employee's return to work from sick leave for three (3) days or more or at other times when there is reasonable cause to suspect abuse.

B. Jury Duty

In the event an employee is summoned for jury duty or to serve as a witness in a judicial or administrative proceeding, a leave of absence shall be granted for that purpose, provided the employee presents the court order, subpoena, or summons (if one is issued) to the immediate supervisor as far as possible in advance. The employee shall be at work at all reasonable times when not serving in such capacity.

The regular pay of the employee shall be continued during such periods provided the employee signs over any checks received (excluding mileage.) The continuation of wages will not apply where the employee is serving as an adverse witness to the Board.

C. Personal Leave

Employees may be granted two (2) days per year, not to be deducted from accumulated sick leave for activities that cannot be done on weekends or after work. Except in emergency situations, requests for such leave shall be submitted to the Superintendent or his designee at least forty-eight (48) hours prior to use. Requests for such leave must be accompanied by a written statement giving the general reason for such leave request. It is expressly understood by way of illustration, that such days shall not be used for the following:

- (1) recreational pursuits
- (2) seeking other employment
- (3) to extend weekends, holidays or vacation periods.

Unused personal leave shall be added to the employee's sick leave accumulation at the end of the year.

D. Funeral/Bereavement Leave

1. An employee shall be allowed at her request up to five (5) work days per incident, with pay, as funeral and bereavement leave for a death of spouse, son or daughter, brother or sister, brother-in-law or sister-in-law, parent or parents of spouse and grandchild. This time shall not be deducted from sick leave.
2. An employee shall be allowed, at her request, up to five (5) work days per year with pay as funeral or bereavement leave deducted from sick leave, for a death of a member of the immediate family (definition of the immediate family: grandparents, or a dependent in the immediate family).

3. At her request an employee shall be allowed one (1) work day per year with pay as funeral leave to be deducted from her accumulated sick leave for a death of a relative not defined in (1) or (2) above, or a close friend or Union member.
  4. Unused funeral/bereavement leave shall not accumulate.
- E. Authorized paid leave time under Article 10 will be charged in increments of one (1) full run.
- F. Any employee who has perfect attendance for the year will receive a stipend equal to a day's pay.

Perfect attendance is defined as missing no scheduled work time on sick or personal leave days.

Employees hired during the school year who are eligible will receive a prorated portion of the daily wage provided he/she was employed at least ninety (90) days during the fiscal year.

## ARTICLE 11

### **HOLIDAYS**

A. Paid holidays for bargaining unit employees shall be as follows:

New Years Day  
Good Friday (if school is dismissed)  
Memorial Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day  
Day after Christmas Day  
New Years Eve

In the event Good Friday is scheduled as a day of instruction (in whole or in part), an alternate day will be established during spring break.

- B. Employees will be paid for said holidays at their current rate based on their regularly scheduled work day.
- C. Should a holiday fall on a Saturday, Friday shall be considered as the holiday. Should a holiday fall on a Sunday, Monday shall be considered as the holiday.
- D. Unless an absence is approved by the Director of Transportation, an employee must work the day before and following paid holidays in order to be eligible for holiday pay.



## ARTICLE 12

### UNPAID LEAVES

#### A. General Conditions

1. Leaves of absence without pay or benefits for a period of up to one (1) year in duration may be granted upon written request from an employee without loss or accumulation of seniority for any of the purposes of Section B. The renewal and granting of leaves at the discretion of the Board.
2. Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of said leave.
3. An employee returning from a leave of absence shall be reinstated to the position and classification she held when the leave began, or a like and similar position. At least thirty (30) days prior to the date a leave is scheduled to expire, an employee shall notify the Board of her intent to return to work. Employees may request early termination of such leaves and the Board shall make reasonable attempts to reinstate the employee as soon as possible.
4. An employee failing to return from leave of absence at the date stipulated on the leave request form shall be considered terminated from employment with the Board.

#### B. Unpaid leaves of absence may be requested for the following purposes:

1. **Military Leave** - A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be placed in the same or similar position. Employees returning from such leave must provide sufficient proof of discharge. Such leave shall last for the duration of the military service plus forty-five (45) days. Such leave shall be without accumulation of seniority or increment credit.
2. **Parental/Child Care** - A leave of absence shall be granted to any employee for the purpose of child care. Said leave shall commence upon request of the employee. A pregnant employee may commence said child care leave at her option. Likewise, she may terminate the leave anytime after the birth of the child provided that she is physically able to perform her work responsibilities. In the event of the death of the object child of the leave, the leave of absence may be terminated upon request of the employee.
3. **Education** - An employee shall be granted a leave of absence for the purpose of continuing formal education. Leaves under this provision shall be limited to a total of two years within a five year period.

4. Home Conditions - An employee shall be granted a leave of absence for illness in the immediate family or matters of an urgent family nature. Request for successive leaves under these provisions require the approval of the Board.
5. Illness or disability of the employee (including Workers Compensation).

### ARTICLE 13

#### SENIORITY

- A. Seniority shall be defined as the length of continuous service within the bus drivers bargaining unit.

Accumulation of seniority will begin on the employee's most recent date of hire in the bus drivers unit. In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by casting lots.

- B. Probationary employees shall have no seniority until the completion of a forty-five (45) work day probationary period at which time their seniority shall revert to their first day of work.
- C. The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union.
- D. An employee on unpaid leave shall have her seniority "frozen" for the duration of the leave. However, an employee on an unpaid medical leave shall continue to accrue seniority for up to one year, but not for the purpose of advancement on the salary schedule.
- E. Seniority shall be lost by an employee upon termination, resignation, retirement from the bargaining unit, or the failure to return from a leave or layoff as elsewhere stipulated in this Agreement. An employee transferring out of the bargaining unit shall retain all rights and benefits accrued while in the bargaining unit upon her return to the bargaining unit.

## ARTICLE 14

### **REDUCTION IN PERSONNEL, LAYOFF AND RECALL**

- A. In the event it becomes necessary to reduce an entire daily route after the annual bid meeting, the annual bid meeting procedures in Article 16(B)(1) will be utilized.
- B. No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff, or, when such thirty (30) calendar day notice is not possible due to circumstances beyond the control of the Board, at the earliest possible date.
- C.
  - 1. Employees will be recalled in inverse order of layoff. Recall rights will be limited to the seniority division(s) from which the employee was laid off and remains qualified and such rights are restricted to a period of two (2) years from the effective date of layoff.
  - 2. Recall rights will not be applied to a reduction in hours.
  - 3. In no case shall a new employee be employed by the Board while there are laid off employees eligible for recall under Section above who are qualified for a vacant or newly created position.
- D. A laid off employee shall upon application, and at their option, be granted priority status on the substitute list according to their seniority. Laid off employees eligible for insurance coverage may, subject to the provisions of the carrier's policy, continue their insurance benefits by paying the regular monthly per-subscriber rate premium for such benefits to the Board. Such payments shall be made through the Board in advance of each period of coverage.
- E. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to her current mailing address. A recalled employee shall be given at least seven (7) working days from receipt of notice to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work. Employees recalled to work for which they are qualified are obligated to take said work.

## ARTICLE 15

### VACANCIES, ROUTE SELECTION AND SUMMER RUNS

- A. A vacancy shall be defined as any daily route, either newly created or a present position, that is not filled.
- B. Vacancies will be filled as set forth below:
  - 1. The Transportation Director will incorporate A.M./P.M. runs along with noon and shuttles to establish daily bus routes. All runs and shuttles will be incorporated into daily bus route unless there is a time overlap or logistical issue which would prohibit it.

At the start of the school year, all daily bus routes, runs and shuttles will be selected on the basis of seniority and will be selected in the following order:

- a. A.M./P.M. routes (includes incorporated noon and shuttle runs). A.M./P.M. portions of a route will not be split absent mutual agreement between the parties.
- b. Unincorporated runs and shuttles.

After the annual route selection meeting, routes can only be surrendered by drivers for good cause.

- 2. Special education routes will be bid based upon seniority subject to the following:
  - a. A driver intending to bid a special education route must notify the Director of Transportation by July 1 in writing of his/her intent to bid a special education route; and
  - b. The driver will be notified prior to the bid meeting if there is a lifting requirement or other condition which will disqualify the driver from bidding on the run.
- 3.
  - a. In the event a driver (hereinafter referred to as the first driver) is on unpaid leave under Article 12 including absences due to a compensable injury under the Workers Compensation Act at the time of the annual run selection meeting, she/he shall have a right to select a route, either in person or by proxy as provided in section 4(d).
  - b. Until the first driver returns from the leave, the run will be filled by the most senior driver who requests the route. The run(s) of the second driver will be filled by a substitute who will fill the run(s) for the entire

duration of the temporary vacancy created by the reassignment of the second driver.

- c. Upon the return from leave of the first driver, she/he shall receive the route(s) initially selected at the bid meeting. The second driver shall also be returned to the run(s) initially selected at the bid meeting.
- 4.
- a. Drivers will be given at least 14 calendar days prior written notice of the date and time of the bid meeting. The bid meeting will be held at least seven (7) calendar days prior to the start of the student instructional year if the final routing is available.
  - b. Drivers arriving after the scheduled starting time of the meeting as posted will bid last as if he/she were the least senior driver.
  - c. Drivers who miss the bid meeting (except as provided in section d) will be assigned by the district to a remaining run. If such assignment is refused, the driver shall be considered as a voluntary quit.
  - d. Except as follows, no drivers will be permitted to select routes by proxy:
    - (1) Only drivers who are hospitalized, seriously ill as verified by a physician's statement, who have a death in the immediate family, or are on jury duty will be permitted to select runs by proxy.
    - (2) Proxies must be issued in writing and given to the Director of Transportation prior to the bid meeting.
    - (3) A driver may not submit a proxy for another driver.
5. When a vacancy arises after the annual bid meeting and prior to April 1, drivers may utilize seniority to bid on the vacant route. The route will be posted for five (5) calendar days. The successful bidder will be transferred within five (5) calendar days of the end of the posting period. Only one (1) driver will be permitted to move as consequence of a vacancy arising after the annual bid meeting. The district reserves the right to utilize a substitute to fill the resulting vacancy for the remainder of the year.  
In the event of more than one vacancy arises, the same procedures set forth above will be utilized.

- C. Drivers interested in available summer bus driving must sign up with the Director of Transportation by May 15. Summer work will be assigned first to the most senior driver with the best attendance record (missed the least time under Article 10, Article 12, and Article 22-G) in the current fiscal year.

## ARTICLE 16

### EXTRA TRIP ASSIGNMENTS

- A. 1. The following provisions will apply to the distribution of extra trips:
- a. By the annual bid meeting each year, the Director of Transportation will post the dates for bidding on extra trips. There will be at least two (2) meetings per month (September through May). The meetings will be held after the morning runs. The meetings are voluntary and as such will not be compensated.
  - b. At least twenty-four (24) hours prior to the meeting, the list of runs to be bid at the meeting will be posted.
  - c. A driver must be in attendance at the meeting to bid on a run. Exceptions will be made to vote by proxy for drivers absent on the day or unable to attend due to another extra trip obligation. Proxies must be in writing and submitted to the Director of Transportation prior to the meeting and will identify the specific trips the driver wants. A driver may not submit a proxy for another driver.
  - d. Extra trips shall be assigned at the meeting on a seniority based rotation. The rotation list shall align bus drivers by seniority. The driver selected to fill an extra trip assignment will be the most senior driver bidding at the meeting for the extra trip who falls next in line on the rotation list below the last driver who accepted an extra trip.  
  
If a driver declines to select a trip when it is their turn in rotation, the driver will not be permitted to select any trips for the balance of that bid meeting.  
  
Extra trips left after the bidding may be assigned at the option of the Director of Transportation to either a non-unit member or a regular driver and such decision will not be subject to the grievance procedure.
  - e. The rotation list shall start from the top of the list at the start of each school year.
  - f. Drivers may accept an extra trip if he/she has a conflicting regular run assignment.

2. Trip requests that are received into the Transportation Office between meetings will be assigned by the Director or Transportation and will not be subject to the posting procedures. The trips will be assigned to bargaining unit members who have signed the list for drivers who are willing to accept trips with short notice given. Individuals refusing one (1) short notice trip will be removed from the list by the employer for the remainder of the semester.
  3. Any driver who accepts a trip and later turns it in, will not be eligible for trips under section (A) (1) or (2) for the remainder of the semester.
- B. Any driver who misuses the rotation list will have his/her name taken off the rotation list for the balance of the current school year.
  - C. If an extra trip is canceled and notice is not received in time for the driver to complete his/her regular route, the driver will not suffer a reduction in pay. The driver, in such instances, may be assigned substitute driving work on another route at the option of the Director of Transportation.
  - D. In the event the district elects to split an extra trip, it shall be posted as two (2) separate parts and the driver who is eligible for the trip may take either or both parts of the split. The driver will receive a minimum of ninety (90) minutes pay for each half of the trip at the extra trip rate.
  - E. Any errors made in the implementation of the extra trip rosters will result in the driver being placed next in line.
  - F. If an extra trip request requires multiple buses and following the assignment of the trips, the number of buses requested is reduced, the least senior driver initially selecting the extra trip will not drive the trip, but will be paid in accordance with Section C above.

## ARTICLE 17

### WORKING CONDITIONS

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. The normal work week for all employees is Monday through Friday. The normal work day falls between approximately 6:00 a.m. and 5:00 p.m.
- C. Employees shall have access to rest areas, lounges and restrooms for Employee use.
- D. The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employees assigned work area. The Board or its designated representative shall take reasonable steps to relieve the employee of responsibilities with respect to students who are disruptive or repeatedly violate rules and regulations.
- E. If business related travel is authorized by the district in the employees personal vehicle, the employee will be reimbursed for mileage at the per mile rate established by the IRS.
- F. No employee will be eligible to hold more than one (1) position by virtue of this agreement if there is a scheduling conflict or if the assignment results in the payment of overtime.

No employee holding more than one (1) position will be authorized to accept overtime, extra hours or extra trips if it interferes with the other assigned responsibilities.



## ARTICLE 18

### DRUG AND ALCOHOL TESTING

The following provisions will apply to the implementation of the district's procedures regarding the Omnibus Transportation Employee Testing Act:

1. Except as set forth in section 4, a failure of a covered employee to comply with the provisions of the Act, the district's policy for implementation of the Act's provisions or a positive test result, will result in an employee's discharge.
2. At future times when substantive changes in procedures are instituted, a meeting will be conducted with covered employees to overview the district's procedures and to distribute educational materials associated with the requirements under the Act and the district's procedures. Similar procedures will be implemented for newly hired drivers.
3. Any employee who tests positive for drugs or alcohol, will be discharged. Any challenge to the discharge through the grievance procedure shall be limited to whether the test results were accurate.

An employee directed for reasonable suspicion or post-accident testing and any employee who tests positive will be entitled to union representation upon request pursuant to the provisions of Article 4(B) of this Agreement.

4. On a one-time basis, any covered employee who voluntarily requests alcohol or substance abuse counseling or treatment through the school district before being tested or being requested to be tested shall be referred to a substance abuse professional to determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or controlled substances use. The covered employee will be placed on unpaid leave status for up to six (6) months and will not be disciplined, but must:
  - a. Immediately be removed from all duties involving the performance of safety-sensitive functions. During the pendency of his/her absence, the position will be filled with a substitute.
  - b. Within the first five (5) days of the leave of absence, verify the existence of an appointment with a substance abuse professional and sign a release authorizing the substance abuse professional to communicate with the district relative to the employee's condition.
  - c. Comply with the conditions of the alcohol or substance abuse counseling or treatment program.
  - d. Assume the cost for treatment.

- e. The employee will not be able to return to work until such time as the employee provides evidence from the substance abuse professional that he/she is free from alcohol abuse and drugs and further provides a negative test result at his/her own expense.

If such evidence is not supplied during the six (6) month period, the employee's services will be terminated.

In the event an employee covered by this section tests positive in the future, the employee will be discharged subject to the provisions of section 3 above.

- 5. Except as set forth in section 4, the district will assume the cost of testing and employees will be paid at the regular hourly rate for time spent associated with random, reasonable suspicions and post-accident testing.

## ARTICLE 19

### SCHOOL CLOSINGS

- A. When school is cancelled prior to the start of the drivers work day, employees are not to report to work and shall receive pay for such day(s)/hour(s), provided such day(s)/hour(s) qualify for the receipt of State Aid under Section 101 of the State Aid Act. Employees shall be expected to report to work on any and all make-up day(s)/hour(s).
- B. When school operations are closed due to inclement weather during the employees' regularly scheduled work day, employees shall be permitted to leave work without loss of salary for that day. It is understood that consistent with the individual(s) assignment, employees shall remain long enough to take care of required responsibilities.
- C. The provisions outlined in A and B above will also be utilized in the instance of other school closings due to conditions beyond the district's control on scheduled days of student instruction.

## ARTICLE 20

### COMPENSATION

- A. The basic compensation shall be as set forth in Appendix A.
- B. The following conditions shall apply to all overtime work:
  - 1. All overtime must have prior approval of the Director of Transportation.
  - 2. Time and one-half will be paid for all hours worked over forty (40) hours in one week.
  - 3. Paid leave shall not count towards hours worked.
- C. Step advancement on the pay schedule will only be granted at the start of the student school year and will further only be granted to employees who worked at least ninety (90) work days as a regular bargaining unit member in the preceding school year.
- D. Any amounts owed for insurance benefits or overpayments in wages made under the terms of the Agreement will be payroll deducted as a condition of the master contract pursuant to the authority and limitations set forth in MCLA 408.477.
- E. Drivers will be paid at the regular driving rate for required meetings.
- F. Drivers assigned to learn a new route will be paid \$20.00
- G. Breakdown time on regular runs shall be paid at the regular driver rate per hour for time beyond the regularly compensated trip time.
- H. The district will reimburse a regular bus driver for the cost of obtaining a Commercial Drivers License (C.D.L.). In the event the driver severs employment (except for retirement) prior to the expiration year of the license, the district will be reimbursed on a prorated basis for the remaining year(s) of the license. The district may elect to payroll deduct the prorated reimbursement from the driver's last paycheck.
- I. The district agrees to reimburse regular bus drivers for the cost of attaining a physical examination required by the State of Michigan to drive a school bus provided the physical is obtained through the District's physician. If a driver uses a personal physician, the district will reimburse up to \$35.00 for a physical exam.
- J. In the event a driver's work day has begun and school is called off prior to picking up students, the driver will receive report pay in the amount of \$15.00. Such payment will only be made where the district is required by the State of Michigan to make up the day.

## **ARTICLE 21**

### **FRINGE BENEFITS**

- A. The Board shall provide without cost to the employee life insurance protection in the amount of \$10,000 that shall be paid to the employee's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP).
- B. For all employees working (regular route assignments only) twenty (20) hours per week or more, the Board shall provide without cost to the employee, MESSA Vision Service Plan 2 for all employees and their eligible dependents as defined by MESSA.
- C. The above coverages are subject to the rules and regulations of the insurance carriers.

## **ARTICLE 22**

### **MISCELLANEOUS PROVISIONS**

- A. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- B. Negotiation for a successor agreement between the parties shall begin at least sixty (60) days prior to the expiration date of this Agreement.
- C. The Board shall print copies of this Agreement for all members of the bargaining unit and provide ten (10) extra copies to the Union.
- D. The Board and the Union recognize that this Agreement supersedes Board policy, past practice, individual contracts, and previous understandings and agreements.
- E. The parties mutually recognize that strikes by employees are contrary to law and public policy. They further agree that differences shall be resolved by peaceful and appropriate collective bargaining processes without interruption of the school program. Therefore, the Union agrees that no employee shall strike as defined by Act 379 of the Michigan Public Acts of 1965, as amended, during the term of this Agreement. Any employee who is claimed by the Board to have violated this provision shall be accorded all of the procedural rights under Section 6 of said Act in connection with any discipline or discharge which the Board may desire to impose. The Union will use the means at its disposal to assist in terminating actions in violations of this section.
- F. In appreciation for services to the school district a terminal benefit shall be

provided for eligible employees who have served the Ionia Public Schools in this bargaining unit for ten (10) years or more. The benefit shall be computed on the basis of \$30 per year of service. This is receivable upon entry into full retirement. Full retirement is defined as eligible and application in process for Michigan School Employee's Retirement Fund.

Employees retiring under the above described conditions who have at least one hundred-twenty (120) of accumulated sick leave days at the time of severance shall receive an additional \$15 per year of service.

In the event of death, payment will be made to the employee's designated beneficiary.

- G. An employee who has been employed for at least two (2) years may request up to ten (10) work days off per year on an unpaid basis. Such days off will not be granted in less than three (3) work day blocks of time. Such requests must be submitted in writing to the Superintendent at least thirty (30) calendar days in advance of the requested days and must state a general reason for requesting the leave. The granting of such leave times is subject to the approval of the Superintendent.

Any deviations from the terms of this provision are subject to the approval of the Superintendent and Chapter Chairperson.

With good cause shown the thirty (30) day requirement may be waived.

- H. The drivers and the Union recognize that while the primary purpose for installing video camera(s) is to assist in the enforcement of the student code of conduct, the video tapes may influence decisions made regarding the issuance of employee discipline and/or evaluations. Any discipline issued to employees will be consistent with Article 4(B).
- I. Route directions will be provided each year. Drivers are responsible to keep route directions updated.
- J. Drivers are responsible for a complete checkout of the bus before and after every trip in accordance with procedures established by the district.

Each run set forth in the bus driver's salary schedule includes ten (10) minutes pre/post-trip. (Fifteen minutes in the instance of extra trips). These times are also considered as including time related to fueling the busses.

Drivers are responsible for cleaning the interior and exterior of the bus, windows and mirrors.

Failure to perform a pre-trip and post-trip inspection or complete cleaning responsibilities may subject a driver to discipline up to and including discharge.

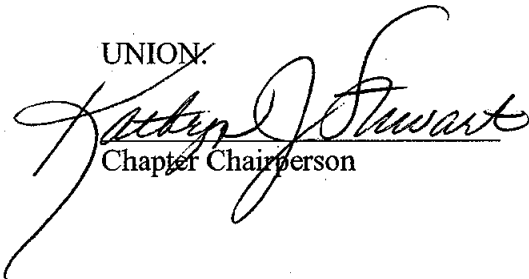
- K. Drivers are responsible for contacting the Director of Transportation as early as possible, but no less than one (1) hour in advance of being unable to perform their job, except in case of emergency. The Employer shall be responsible for acquiring substitutes to replace absent drivers.

**ARTICLE 23**


**DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification by the Union and the Board and shall remain in effect until 11:59 p.m. on June 30, 2009. Extensions of the Agreement shall be made only by mutual written agreement between the Union and the Board. The hourly rates of pay in Appendix A will be subject to re-negotiations for the 2007-2008 and 2008-2009 contract years. The renegotiations for hourly wages for the 2008-2009 contract year will also include the timing of runs and paying for actual drive time if the district elects to convert to use the global positioning satellite system.

UNION:

  
Chapter Chairperson

BOARD OF EDUCATION:

  
President

## APPENDIX A

All employees shall be granted longevity pay as follows:

- a. Completed 10 years' service in this school district, \$75.00 annually.
- b. Completed 15 years' service in this school district, \$125.00 annually.
- c. Completed 20 years' service in this school district, \$175.00 annually.
- d. Completed 25 years' service in this school district, \$225.00 annually.
- e. Completed 30 years' service in this school district, \$275.00 annually.

Section A shall not apply to any employee hired after January 1, 1991.

## APPENDIX A

### 2006-2007 BUS DRIVER PAY TABLE

#### HOURLY RATES

Drivers (90 minute minimum)	14.87	14.96	15.04	15.13	15.25	15.31
Ionia-Freedom Acres (Lift Bus-Spec. Ed.)	15.54	15.76	15.92	16.16	16.32	16.53
Extra Trip Rate	11.41					

Shuttles will be paid at the regular run rates, but will not be subject to the 90-minute minimum.

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