

NEGOTIATIONS AGREEMENT

BETWEEN

PORTAGE PUBLIC SCHOOLS

AND

PORTAGE SCHOOL BUS DRIVERS'
ASSOCIATION

2008-2009

**PORTAGE BUS DRIVERS' ASSOCIATION
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NEGOTIATIONS AGREEMENT

BETWEEN

PORTAGE PUBLIC SCHOOLS

AND

**KALAMAZOO COUNTY EDUCATION ASSOCIATION/
PORTAGE SCHOOL BUS DRIVERS' ASSOCIATION, MEA/NEA**

July 1, 2008 June 30, 2009

This Agreement entered into this _____ day of _____, 2009, by and between the Portage Public Schools of the City of Portage, Michigan, hereinafter called the "School", and the Kalamazoo County Education Association/Portage School Bus Drivers' Association, MEA/NEA, hereinafter called the "Association."

WITNESSETH

WHEREAS the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1- RECOGNITION

Section 1: The School hereby recognizes Kalamazoo County Education Association/Portage School Bus Drivers' Association, MEA/NEA as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, in regards to wages, hours, and other terms and conditions of employment for all bus drivers and bus aide/supervisors employed by the School. Excluded are all supervisory and administrative personnel. The terms driver and bus aide/supervisor, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined and any reference in this Agreement to the female is equally applicable to males.

Section 2: The School agrees not to negotiate with any drivers' organizations other than the Association for the duration of this Agreement.

Section 3: This Agreement shall supersede any rules, regulations or practices of the School which shall be contrary to or inconsistent with its terms.

ARTICLE 2 - DRIVERS' RIGHTS

Section 1: Pursuant to Act 379 of the Public Acts of 1965, the School hereby agrees that all employees within the bargaining unit shall have the right freely to organize, join and support or refrain in joining and supporting the Association for the purpose of collective bargaining in regard to wages, hours, and other terms and conditions of employment; that neither the School nor the Association will discriminate against any employee with respect to wages, hours and other terms and conditions of employment by reason of his/her membership or non-membership in the Association, his/her participation in any lawful activities in connection therewith, or his/her institution of any grievance, complaint or proceeding under this Agreement.

Section 2: The School agrees to furnish the Association, in response to reasonable requests from time to time, such information necessary to keep the seniority records, as kept by the Association, up to date.

Section 3: The Association will have the right to use school building facilities for the purpose of conducting non-political association business in accordance with the policies established by the Board for the use of such buildings. The Association shall be provided bulletin boards or sections thereof in the drivers' lounge for the purpose of posting non-political Association materials.

Section 4: The Association President will receive notification in writing of any permanent assignments assigned to drivers when required.

ARTICLE 3 - SCHOOLS' RIGHTS CLAUSE

The School, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system. The School has the right to maintain order and efficiency; to determine the number and size of busses; to establish equipment specifications; to establish or eliminate bus routes; to hire; to direct the work force; to require employees to observe rules and regulations. These rights may be exercised even though resulting in transfer, reclassification or elimination of some employees. The exercise of these powers, rights, authority, duties and responsibilities by the School and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE 4- AGENCY SHOP

Section 1: All bargaining unit members, who are not members of the Association in good standing, or who do not sign an authorization card for membership within thirty (30) days from the date of commencement of duties, shall as a condition of employment, pay as a service fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Association; provided, however, that the bargaining unit member may authorize payroll deduction as provided in Section 2. In the event that they do not pay such service fee directly to the Association or authorize payment through payroll deduction as provided in this Agreement, the School shall, at the request of the Association, terminate employment of such employees. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just and reasonable cause for discharge.

Section 2: The School shall deduct from the pay of each Association member from whom it receives authorization the required amount for the payment of dues or service fees as specified by the Association. Such dues, or fees, accompanied by a list of Association members from whom they have been deducted and the amount deducted from each, shall be forwarded to the Association no later than ten (10) days after the deduction were made.

Section 3: The Association shall notify the School thirty (30) days prior to any change in its dues or fees.

Section 4: The Association shall indemnify and save the School 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 Employer, or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues. Such indemnification shall include, but not be limited to, all costs incurred by the School resulting from any grievance submitted relative to the application of this Article.

Section 5: The forgoing Section of this Article shall only apply to those bargaining unit members who are dues paying members of the Association as of the effective date of this Agreement and to all bargaining unit employees hires subsequent to December 22, 1978.

ARTICLE 5 - EQUAL EMPLOYMENT OPPORTUNITY

Section 1: No person or persons shall be discriminated against on the basis of race, sex, creed, color, national origin, marital status, age, height, weight or handicap. The parties will continue to work together to assure equal employment opportunities to all.

ARTICLE 6- CONTINUITY OF OPERATIONS

The Association agrees that during the term of this Agreement and while negotiations are in progress on a successor Agreement, it shall not direct, instigate, participate in, encourage, or support any concerted action against the School by any bus driving employee or any group of bus driving employees.

ARTICLE 7 –BUS INSPECTIONS

Section 1: The normal work day shall begin ten (10) minutes before a driver is scheduled to leave the garage and shall end following a five (5) minute post-trip inspection. The normal work week shall be the above hours Monday through Friday.

Section 2: The normal kindergarten or special education noon assignment and free standing shuttle will begin ten (10) minutes before a driver leaves the garage and shall include a five (5) minutes post-trip inspection at the time a driver returns to the garage.

Section 3: For purposes of computing pay for regularly scheduled runs, compensation will begin ten (10) minutes prior to the time the bus driver is required to leave the gate to begin any run and shall include a five (5) minutes post-trip inspection. The drivers must perform a ten (10) minutes pre-trip inspection and complete a five (5) minute post-trip inspection of their assigned bus and document same as required by law.

ARTICLE 8 – SENIORITY AND ASSIGNMENT

Section 1:

a) All bus drivers must complete a bus drivers' training program to the satisfaction of the School. Upon successful completion of the training program, all drivers will serve a probationary period of ninety (90) working days. Days when the driver does not work will not be counted. During the probationary period, the Employer shall have the right in its sole discretion to terminate the services of an employee without that employee having recourse through the grievance procedure. Upon satisfactory completion of the probationary period, the substitute bus driver's seniority will be listed as of the date the training program was completed or the date when a former driver returned to work. If two (2) or more employees have the same employment date, seniority will be determined by lot. At the time of the seniority selection the affected Association members and an Association Representative will be present. The probationary driver will be paid according to the substitute rate or appropriate step on the salary schedule.

- 1) **FULL TIME:** All regular drivers who have an AM/PM run will be considered regular full-time employees.

- 2) **PART-TIME:** Drivers who do not have an AM/PM run and are required to report daily will be considered regular part-time employees. These employees have two (2) hours AM (minimal) and two (2) hours PM (minimal.)
- 3) **SUBSTITUTE DRIVERS:** Drivers who do not report daily will be considered substitute drivers.

Section 2: Work will be assigned according to the following procedure:

- 1) AM/PM regular runs: Current runs will carry over to the following year. Many of the add-ons will be assigned to the same runs from year to year. New AM/PM runs or vacant runs will be available for bid at orientation based on seniority.
- 2) Definitions;
 - (a) Route: A designated course regularly traveled by a school bus to pick up students and to take them to school, or to deliver students from school to their homes or designated bus stops.
 - (b) Run: A section of a route. [To illustrate the difference between a run and a route, it is possible to have six (6) daily runs on the same route, i.e., one high school, one middle school, and one elementary run both morning and afternoon.]
 - (c) Shuttle: A run back and forth over a short route (e.g., between two or more locations.) A shuttle shall be at least one (1) hour or more.
 - (d) Add-on runs are assignments which are combined with a daily run which do not require payment of a one (1) hour minimum.

Section 3: By June 1 of each year, each regular driver will be given the opportunity by the use of the intention sheet to indicate what types of mid-day work said employee is interested in for the following school year. Intention sheet is Appendix A.

After regular drivers have been given such opportunity, the Transportation Manager shall create the following year's mid-day assignments based upon the drivers' seniority and preferences, provided that it is understood that no schedule can be over forty (40) hours. [The rule re: forty (40) hours applies to all work for Portage Public Schools in any capacity or department.] During the time that the Transportation Manager is creating the following year's mid-day assignments, he shall meet with two (2) representatives of the Association for the purpose of getting their consultation, input and review.

Due to redistricting scheduled to take place in the 2009-2010 school year, all "add-ons" shall be removed from all runs and reapplied by location and seniority. This shall be accomplished with the Transportation Manager and two (2) representatives of the Association, as set forth in the above paragraph.

Due to the unique needs of special education, every effort will be made to keep special education drivers with special education work.

Even though the general rule is that mid-days will be assigned upon preferences and seniority, the parties recognize that some assignments will be made with efficiency in mind (i.e., time and geographics.)

Section 4: Once drivers have bid upon these route assignments, it becomes the regular assignment for that driver for the school year. If a driver, after accepting an assignment for the year, decided to give up his/her mid-day assignment, they will not be eligible for any other permanent mid-day assignment for the remainder of the semester.

Section 5: It is understood that routes can and do change during the course of the school year. Work will be assigned according to the following procedure after the orientation meeting:

- 1) Whenever a route is vacated, or a new route is created, or an existing school year route becomes a year-round route, such route will be posted for a period of five (5) working days and shall be open to all drivers. The senior driver submitting a written bid shall be assigned to the route. Any unselected route shall be offered to the senior part-time driver on a seniority basis. If no part-time driver accepts the new assignment, then such route shall be assigned to the part-time driver with the least seniority. In the event the number of regular drivers exceeds the number of regular routes, the least senior driver shall be placed on part-time status. When a position is vacated, the eligible part-time driver for a route will be paid first year drivers' wages for driving hours immediately. Vacancies occurring during summer break will be available for bid at orientation.
- 2) After orientation, new and/or vacant mid-day runs and shuttles will be posted for bid. Such work will be reassigned to the most senior employee who submits a bid. If such bid results in that employee's previous mid-day assignment becoming vacant, such work will be assigned according to the following Paragraph 3 and made available at the following year's orientation meeting.
- 3) Following decisions and possible reassignments based upon customer service and seniority, the District will assign remaining new work according to the following four (4) priority categories.
 - (a) Drivers who currently are under forty (40) hours and interested in additional work who indicate their interest in writing.

- (b) Drivers who voluntarily indicate they are interested in additional work and who did not sign up. Drivers who declined to sign up will not be eligible for add-ons until all regular full-time drivers are up to forty (40) hours.
- (c) Regular part-time drivers.
- (d) Substitute drivers.

If there is more than one driver in the above categories, assignment is made by seniority.

If new work would put all regular full-time drivers into overtime, work is assigned to a regular part-time driver.

- 4) A list of drivers who are not regularly assigned and volunteer to drive kindergarten, noon runs or shuttles will be compiled by the end of the second week of school. Drivers who would go over forty (40) hours during the week because of previously assigned trips will be passed over for that fill-in assignment.

Short-Term Absence: [Less than one (1) week.] When a regular driver is absent, the total AM/PM package created by such an absence will be assigned by the District to an available part-time or substitute driver for the duration of the absence.

When a regular driver is absent for a mid-day assignment, the Transportation Office shall offer the available work to those drivers who have signed up by seniority for the remainder of the absence, whenever possible.

Long-Term (Mid-Day) Absence: Long-term absence [those that are anticipated to be one (1) week or more] shall be filled by the most senior driver who volunteers for said assignment.

- 5) Drivers who decline a kindergarten, noon run, or shuttle five (5) times will be removed from the list for the remainder of the semester.
- 6) Drivers will accrue sick leave for their regular runs including add-ons, kindergarten, noon runs and shuttles.

Section 6: The beginning of the school year shall be defined as the first day students report to school.

Section 7: A driver returning from an approved leave of absence will be given seniority for the period of time the driver was on the leave of absence, in addition to the seniority accrued prior to the leave of absence.

Section 8: Trips are requests that have been made by various directors and organizations and a trip slip is issued.

ARTICLE 9 - TRIP DRIVING ASSIGNMENT

Section 1: Whenever possible, regular and part-time drivers shall be used for driving trips and for transporting students with the following exceptions.

a) Vans may be driven by teachers or coaches when the cost of the trip may be reduced by using these people.

b) If after reasonable effort, the School is unable to locate a regular driver willing to take the assignment, the School may assign a driver of its choice.

Section 2: Trip Assignment Procedures

a) Trips shall be defined as driving assignments in addition to the regularly scheduled daily driving assignments.

b) Trips shall be assigned as follows:

Trip lists will rotate in a continuous rotation cycle on a weekly basis to the next following senior regular driver off the master seniority list.

1) Trips will be posted by 9:00 a.m. on Thursday.

2) Trip preference selection must be completed by 9:00 a.m. on Friday.

3) Trip assignments will be posted and in drivers' mailboxes by 1:00 p.m. Friday.

4) Sign ups for trips assignments as required above may be adjusted, as reasonable, due to holidays and/or breaks.

5) Trips will be assigned on a continuous rotation starting with the most senior driver and continuing down the list until all regular trips are assigned. The next week's rotation will start where the regular trip list ended for the previous week.

6) A separate seniority list will be used in the same manner for late, emergency, and make up trips.

7) Unpaid canceled trips will only be made up during that week.

8) Makeup trips will be assigned before late trips whenever possible. Late trips will be assigned beginning with the most senior driver on the master seniority list who has the available hours.

9) Trip list is for regular drivers, not part-time. Any assignments for part-time drivers will not affect the regular driver's rotation.

c) A list of regular full-time drivers available for trips will be posted in seniority order, with their available trip hours. Each driver on the list will indicate, by order of preference, up to seven (7) trips for which they want to be assigned, up to a forty (40) hour maximum. The driver may opt to utilize "any" as one of their choices, allowing the Transportation Department to assign the driver a trip based on the driver's hours and days of availability.

d) A list of available trips will be posted along with the list of drivers in c) above.

e) Trips shall be assigned as follows:

Trip lists will rotate in a continuous rotation cycle on a weekly basis to the next following senior regular driver off the master seniority list.

f) If all regular full-time drivers will go into overtime if assigned a particular trip, the trip will be assigned to the most senior regular part-time driver in the bargaining unit. If all regular part-time drivers will go into overtime if assigned a particular trip, the trip will be assigned to the most senior regular full-time driver available to do the trip (using the master seniority list). If the driver refuses the overtime trip, they will be passed over for overtime trips until the rotation cycles back to them on the overtime seniority list. The next overtime trip for the week would be assigned to the second most senior regular full-time driver. Overtime of one-half (1/2) hour or less will not count for purposes of this Section.

g) Paid leave would count toward total hours in calculating overtime and availability for trips, but unpaid leave would not. Regular work and trips as well as late and emergency trips are included in the calculation.

h) When a trip is canceled with less than two (2) hours notice, the driver who was scheduled to take such trip will receive a two (2) hour minimum pay on week days or four (4) hours minimum pay on weekends.

i) Part-time drivers are eligible for trips when there are no full-time drivers who are available or eligible. Part-time drivers are eligible for trips based on seniority, interest, eligibility and availability.

j) When a trip is canceled with more than two (2) hours notice, the driver shall receive no compensation.

k) Trips which span more than one (1) day will have the time worked allocated based upon the actual hours. Pay periods begin on Sunday and end on Saturday.

l) Trip assignments falling during the winter and spring breaks start the first day following the last day school is in session. However, if Thursday or Friday is the last day school is in session, Saturday trips will be considered part of the regular work week rather than holiday trips. All trip assignments will be made according to the established procedures found in Trip Assignment Procedures of the negotiated agreement.

m) Refusal of five (5) regular trips following signing up for them will result in that employee being ineligible for trips for the rest of the semester. There will be no penalty for turning back a late trip.

n) If a trip scheduled during the normal working day is canceled and the driver who had been assigned the trip is able to drive the regular route, the substitute who is replaced will receive a two (2) hour minimum.

o) Due to the unique needs of special education, SPED drivers would be given first assignment of trips requested by SPED classes due to the use and nature of special equipment required to transport SPED classes.

Section 3: Break in Service

a) A driver who retires or resigns from the District and returns to work as a substitute driver will move to the bottom of the seniority list.

b) A driver who retires or resigns from the District and remains employed as a regular driver without a break in service will retain seniority for purposes of bidding on runs. Drivers who have retired or resigned and are currently driving for the District at the time of ratification of this Agreement will be grandpersoned in at the current rate of pay and with their current level of seniority.

Section 4: Summer Driving

a) Summer routes will be assigned beginning with the most senior regular full-time driver who does not have a year-round route. When all regular full-time drivers have been exhausted, the regular part-time drivers become eligible by seniority. Substitutes will only be used when all regular full-time and part-time drivers have been exhausted.

b) All drivers will be used for all summer trips and will be assigned in the same manner as trips during the school year. If a driver rejects three (3) trips, he/she will be eliminated from summer driving. A "no show" for a trip will eliminate a driver from future summer driving.

c) Summer driving shall begin the day following the completion of school for students.

d) No summer driving (routes and trips) shall be scheduled which result in a schedule over forty (40) hours. [The rule re: forty (40) hours applies to all work for Portage Public Schools in any capacity or department.]

ARTICLE 10 - CONDITIONS

Section 1: The School will maintain clean and functional rest rooms and lavatory facilities for the drivers' use. A room appropriately furnished will be provided as a drivers' lounge.

Section 2: Telephone facilities shall be made available to drivers for their reasonable use. Drivers making personal calls involving toll charges shall reimburse the School for the same.

Section 3: Adequate parking facilities shall be made available to drivers.

Section 4: CLOTHING ALLOWANCE: To maintain a high standard of appearance, all bus drivers shall be provided a winter/all-weather jacket to be worn while on duty. The jacket shall be provided without cost to each driver after the ratification of this Agreement, and thereafter with the completion of the probationary period, and/or every other year subsequently.

ARTICLE 11 - DRIVER PROTECTION

Section 1: Any case of assault or sexual harassment upon a driver shall be promptly reported to the School. Administrative personnel shall advise the driver of his/her rights and obligation with respect to such incident and shall render reasonable assistance to the driver in connection with handling of the incident by law enforcement authorities.

Section 2: The employer will support all appropriately processed and reasonable route management decisions by drivers in the handling of discipline problems on the bus.

ARTICLE 12 - LEAVES OF ABSENCE

Section 1: Sick Leave

a) Each regular driver shall earn sick leave each month based upon their average daily run time. The average daily run time shall be based upon the pickup and take home runs and shall include kindergarten, noon runs, shuttles, and add-ons. It will be rounded up to the nearest quarter hour of work completed. Average regularly scheduled daily run length will be initially computed during the second pay period in September. It will be recomputed during the second pay period in January. For ten (10) month drivers the accrual of sick leave shall begin the first pay period in September. Sick leave may be used for non-job related physical or mental illness. The sick leave allowance will be credited to the employee's account on the first day of each month. An employee with less than one (1) year of seniority as defined in Article 9, Section 1, will have his/her sick leave benefits prorated.

b) Each driver shall be entitled to the unused portion of each year's sick leave up to a total of five hundred (500) hours which shall be available to him/her in future years. Upon resignation all accumulated sick leave benefits terminate.

Drivers who achieve perfect attendance during the semester will receive a payment of \$200 at the end of each semester. Drivers will be considered as having perfect attendance if they use no more than one (1) pre-approved personal day per semester.

- 1) Employees who are absent not more than one (1) morning, one (1) midday and one (1) afternoon shall still be eligible for perfect attendance provided said pre-approved leave time is not greater than the employee's regularly scheduled hours (each semester.)
- 2) Days when an employee is on leave of absence due to jury duty under Article 12, Section 5(a) of this Agreement shall not be considered in determining whether or not a driver is eligible for the perfect attendance stipend.

c) **Illness In The Family:**

The amount of leave available for accident or illness in the immediate family shall be limited to one (1) day per occurrence not to exceed three (3) days in any one (1) school year to make the arrangements for providing care by someone other than the employee, provided the employee has the time in his/her sick leave bank. In emergency situations additional time off may be allowed at the discretion of the Superintendent. All additional time will also be granted from the employee's sick bank.

Immediate family is defined as mother, father, husband, wife, children, and any other family member dependent upon the employee for financial support and/or care.

d) Employees returning from sick leave may be required to take and pass a physical examination by a doctor designated by the School before returning to work. The School will absorb the cost of such physical. In addition, the employee may use sick leave from his/her accumulated sick leave account until the school's physician permits the employee to return to work.

Section 2: Leaves Of Absence Without Pay Or Other Fringe Benefits

a) A leave of absence for personal illness shall be granted, upon written request, to any employee who furnishes medical evidence of such illness. Leaves of absence may be granted by the School for other reasons upon written request, but no leave of absence will be granted for an employee to accept employment elsewhere. No leave of absence will exceed one (1) year from the last day the employee was actually at work. If an employee violates the purpose for which his/her leave of absence was allowed, he/she shall be subject to discharge. If an employee does not report for work at the expiration of the leave of absence, he/she will be considered as

having voluntarily quit. An employee, to whom a leave of absence has been granted, shall not be entitled to return to the employ of the School until the expiration of sick leave of absence unless a route is available.

Employees returning from a leave of absence may be required to take and pass a physical examination by a doctor designated by the School before starting work. The School will absorb the cost of such physical.

b) A maternity leave of absence shall be granted an employee upon the presentation of a physician's statement indicating the employee should not continue to work. The employee shall be entitled to such unpaid leave of absence in compliance with the regulations under the Family and Medical Leave Act. Upon return from a leave of absence, the School shall have the right to require verification from the employee's physician as to the employee's fitness to return to work.

c) A driver on a leave of absence will not receive sick leave credit for the period of time he/she was on leave.

d) An employee who is absent due to illness will first use up all available sick leave and if additional time is needed, as prescribed by the employee's physician, a request for same must be made in accordance with Article 12, Section 2-a prior to the expiration of sick leave or, if that is not possible, within ten (10) days following expiration of sick leave. A leave of absence will be approved up to one (1) year from the last day the employee worked. During the period of unpaid leave the employee's route will not be posted until eighty (80) working days have elapsed. If after the expiration of the eighty (80) working days the employee is still not physically able to return to work, the employee's route will be posted.

The maximum period of time an employee may be absent from work is one (1) year. This period may include sick leave and unpaid leave.

If an employee on inactive status (unpaid leave), has not been absent eighty (80) working days, returns to work for a minimum of ten (10) consecutive working days and again becomes ill, he/she will begin a new eighty (80) working day period before his/her route is posted. If the employee returns to active employment but is unable to continue work ten (10) consecutive working days, his/her absence will be considered the same illness and he/she will have only the balance of his/her eighty (80) days before his/her route is posted.

Upon return from a leave of absence, the driver shall be assigned to an available route. If no route is available, the driver shall be assigned to the route being driven by the driver with the least amount of seniority provided that the driver being replaced has less seniority than the driver returning from the leave of absence.

Section 3: **Business Leave**

Each driver shall be allowed, with full pay, up to two (2) days per year for business leave. Absences under this provision shall be necessary personal business reasons which cannot be handled at any other time than during the school day. Personal business leave may not be used for recreational purposes, job interviews, shopping trips, etc. Some examples of personal business leave are funerals (not specified in Section 4), legal appointments, medical and dental appointments. Business leave requests, specifying the reasons for the absence, must be submitted to the Superintendent or person designated by him for approval. An absence without approval will subject the employee to disciplinary action.

a) The District shall endeavor to reserve one (1) leave day until 5:00 p.m. the night before the effective date so as to address last minute requests from employees.

Section 4: **Funeral Leave**

An employee absent because of death in the immediate family (as defined below) will be permitted to take up to three (3) days, with full pay, of actual time lost from normally scheduled work during the period between the death and the day of the funeral. If the location of the funeral is more than 200 miles from the School District, then the employee may be allowed to make arrangements to have the last of three (3) such days fall the day after the funeral so as to allow the employee the time necessary to return to the School District. The above time will be granted providing: 1) that such absence shall be reported to the School on the first day, 2) that the absences are taken and used for the purpose of attending the funeral or other services customarily practiced in connection with such death, and 3) that the School may request such proof as it may desire for any of the above.

The immediate family shall be defined as wife, husband, children, mother, father, sister, brother, step-parent, step-child, parent-in-law, grandparent or grandchild. Immediate family shall also include those persons who maintained a common legal residence with the employee at the time of death. Up to one (1) day with pay shall be granted when death occurs in the non-immediate family.

Section 5: **Special Leaves**

Leaves with pay and not chargeable against sick leave or business leave allowance are as follows:

a) Absence when an employee is called for jury duty, except the School will pay only the difference between the per diem rate of the employee and the amount received for jury duty.

b) Court appearance when an employee is subpoenaed as a witness in a court of law. The School will pay only the difference between the per diem rate of the employee and the amount received for services as a witness. This section shall not be in effect in any case in which the employee brings suit against the School.

Section 6: Association Leave

The District will provide a total of three (3) paid leave days per year to the Association for the purpose of enabling employees designated by the Association to conduct Association business. These days may be taken in full day or one-half day increments. The Michigan Education Association will reimburse the District for all wage costs (including retirement and FICA contributions) resulting from use of these leave days.

ARTICLE 13- VACATION

Those employees who work "year round" and have completed one (1) year of continuous employment will be eligible for two (2) weeks of paid vacation. The vacation must be taken during a period when the employee's services are not required. The weekly vacation pay will be determined by multiplying the driver's average daily hours by five.

ARTICLE 14- HOLIDAYS

Section 1: The following days will be considered paid holidays provided the employee is on paid status the day before the holiday and the day after the holiday.

- a. New Year's Day
- b. Spring Friday
- c. Memorial Day
- d. Labor Day
- e. Thanksgiving Day
- f. The day after Thanksgiving
- g. Christmas Day (for those drivers with five (5) years or more of service with the School District)

Section 2: Employees assigned "year round" routes and employees assigned to summer school routes will receive holiday pay for July 4 providing they meet the other requirements of this Article.

Section 3: Holiday pay will be based on the employee's basic daily rate.

ARTICLE 15- COMPENSATION

Section 1:

a) The following shall be the schedule of the basic driver hourly rate for all work. The compensation increase for the year July 1, 2008, through June 30, 2009, shall be 2.0%.

2008-2009 SALARY SCHEDULE A

	2.0%
Substitute	\$12.85
First year	\$13.50
Second year	\$13.89
Third year	\$14.09
Fourth year	\$14.54
Fifth year	\$14.90
Sixth year	\$15.10
Seventh year	\$15.48
Eighth year	\$15.93
Ninth year	\$16.15
Tenth year	\$16.35
Eleventh year	\$16.53
Twelfth year	\$16.75
Thirteenth year	\$16.94
Fourteenth year	\$17.18
Fifteenth year and over	\$17.34

Beginning with the 2002-2003 school year, all training, route making, any meeting called by the school, physicals, summer driving, and trips will also be paid at this rate of pay.

b) **STEPS:** If a new driver assumes regular status before the end of the first semester, he/she will be granted a full step increase on the following July 1. If, however, a driver assumes regular status during the second semester, no step increase will be granted the following July 1.

c) Bus aide supervisors will be paid the same rate as specified in Article 15, Section 1 (a). Such employees must be qualified as drivers. In the event of an emergency or shortage of drivers, the Employer may utilize the qualified bus aide supervisor as a driver and substitute an employee who is not a qualified driver in the bus aide supervisor position on a temporary basis only.

1) When the District decides it is necessary to use a Portage paraprofessional as an aide on a bus, or as an aide while a student is being transported utilizing another type of vehicle, the aide in question will be paid as a Portage paraprofessional in line with the then-existing wage rate for the position.

Section 2:

a) A driver shall be paid their hourly rate (maximum of eight (8) hours), for preparing maps, stop sheets and student lists for routes. This shall be done in accordance with guidelines established by the Transportation Office.

b) Kindergarten drivers will be paid a maximum of four (4) hours for preparing kindergarten maps and lists.

c) Special Education drivers will be paid a maximum of eight (8) hours for preparing maps and lists. They will also contact all parents to advise of pickup times for these students which will be included in the eight (8) hours pay.

d) Drivers will keep all maps and stop sheets current and will be compensated for the actual time spent updating these at their regular hourly wage.

Section 3: When a driver is rehired and upon becoming a regular driver, he/she shall receive credit on the salary schedule for all previous driving for the Portage Public Schools, less a reduction on one (1) year from said total for each year, or part of a year, of unemployment as a driver for Portage Public Schools. Credit will be granted and reductions will be made pursuant to the formula set forth in Article 9, Section 1 (g).

Section 4: When the school finds it necessary to close as a result of physical breakdowns or climatic conditions, bargaining unit employees shall be notified that they are not to report to work. All drivers scheduled to drive will be paid their average regularly scheduled rate of pay excluding trips, for the first three (3) snow days of the year. If more than three (3) snow days occur, drivers will not be paid for these days. Drivers will drive and receive regular pay for any rescheduled school days. If notice of school closure is not made on a timely basis, any reporting driver will be paid a two (2) hour minimum.

Section 5: Orientation for all drivers shall be held preceding the first day of school. All drivers in attendance will be paid their regular hourly rate with a two (2) hour minimum.

Section 6: Those employees who have completed fifteen (15) years of continuous service with the School District shall receive the additional sum of one hundred (\$100) each year.

Section 7: Time worked will be calculated in fifteen (15) minutes increments, and the seven (7) minute rule will be utilized relative to rounding up or down.

ARTICLE 16 -INSURANCE

Section 1: Health Insurance

The School will make available to all regular employees a hospitalization program. The selection of the carrier will be the prerogative of the School. However, the program will be comparable to MESSA Choices 2 with XVA2 with single and family coverage at 100%.

Only those regular employees who sign a statement indicating that they are not covered, nor are they eligible for coverage as a dependent under a spouse's policy, may enroll. Any employee who is not eligible for the hospitalization program, but is currently on such plan, must withdraw from employer-paid coverage as soon as they are eligible to enroll as a dependent under their

spouse's policy. Such employees shall notify the District's Human Resources Office of the dates for enrollment and/or open enrollment under the policy where they can secure coverage as a dependent.

Those eligible employees will receive a subsidy of the single subscriber rate. The school paid subsidy shall be as follows:

Beginning on January 1, 2003, bargaining unit members who are eligible for health insurance shall start to receive one hundred (100%) percent of the single subscriber rate upon proof of eligibility and upon signing up with the School District.

Section 2: **Long Term Disability**

Those regular employees who are not eligible or elect not to participate in the hospitalization program may enroll in a long term disability program.

This program will be established and selected by the School. Benefits would commence after the 91st day for those employees having 90 or less days of accumulated sick leave or the day after expiration of accumulated sick leave for those employees having more than 90 days of accumulated sick leave and continue for three (3) years after the initial date of disability. The program will provide 50% of base salary, to a maximum of \$600 per month, for up to three (3) years following said waiting period. Mental and alcohol disorders will be excluded from this policy. All definitions and terms shall be in accordance with the master policy between the School and the insurance carrier.

Section 3: The School will administer a Section 125 Medical Reimbursement Plan for all interested employees.

Section 4: Life Insurance

The District will pay the full premium cost for a \$10,000 term life insurance policy with AD&D for all full-time regular employees.

Section 5: Dental Insurance and Vision Insurance

The School will make available to all regular employees the opportunity to participate in the dental and vision plan then available in the Portage Public Schools for administrators, support personnel and exempt employees. If a regular employee chooses to participate in the dental plan and/or the vision plan, the employee must agree to pay the full cost for the premium for such participation by payroll deduction. The plan document and summary plan description for such dental plan and vision plan is available from the District's Human Resources Office.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

Section 1: No driver shall be disciplined or discharged without just cause. Any driver called into a meeting with an employer representative who has a reasonable belief that the meeting may result in discipline has the right to the presence of a representative of his or her choice at the meeting.

ARTICLE 18 - GRIEVANCE PROCEDURES

Section 1: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute arising out of the interpretation or application of this Agreement.

Section 2: Nothing within this Agreement shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

Section 3: All signed grievances shall be submitted to the chairperson of the grievance committee and it shall be the responsibility of the grievance committee to review all grievances.

Section 4: Procedure

Step 1: An employee with a grievance shall discuss it with his/her immediate supervisor individually, together with his/her Association Representative, or through the Association Representative. This discussion must be held within five (5) calendar days (excluding holidays and those periods when school is not in session) of its occurrence or said grievance shall be deemed waived by the employee, Association, and the School.

If a satisfactory settlement is not reached as a result of the above meeting, the grievance must be reduced to writing and submitted within five (5) working days from the date of the meeting to the supervisor for his/her decision. This answer must be given within five (5) working days from the date of receipt.

Step 2: If the decision of the supervisor is unacceptable to the Association, the Association may take the grievance up with the Director of Human Resources or his/her representative, provided the grievance is presented to the Director of Human Resources within five (5) working days following the supervisor's decision. The Director of Human Resources or his/her representative shall give his/her decision in writing over his/her signature within five (5) working days following presentation of the grievance by the Association.

Step 3: If the decision of the Director of Human Resources is unacceptable to the Association, the Association shall so notify the Director of Human Resources within five (5) working days following the rendering of the decision in Step 2. At that time, the Association has the right to request a meeting with the Superintendent of Schools to present the facts upon which the grievance is based, remedy or correction that is requested, and the section or sections of the

contract that have been violated. Such a meeting must be held within seven (7) working days from the date of request. The Superintendent's written decision must be delivered to the Association within seven (7) working days following the meeting with the Superintendent.

Step 4: In the event a grievance which involves the interpretation and/or application of Article 8 and/or Article 9 is not satisfactorily resolved at Step 3, within five (5) working days after receipt of the Superintendent's decision, the grievance may be transmitted to the State Labor Mediation Board for purposes of acquiring assistance of the State Labor Mediator for grievance meeting purposes. Such meeting shall be held within fifteen (15) days after request by either party.

Step 5: Grievances which have not been satisfactorily settled at Step 3, may be referred by either party to arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect, provided such referral is made in writing with a copy to the Human Resources Director within ten (10) working days after receipt by the union of the 3rd Step answer for such grievances. If the grievances have not been submitted to arbitration within said ten (10) working day period, they shall be considered as being resolved. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement and shall be limited solely to the interpretation and application of the specific provisions contained herein. He shall have no authority to modify or change any salary provision established by the parties. The fact that a grievance has been considered by the parties in the preceding steps of the grievance procedure shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

The arbitrator shall render his/her decision within thirty (30) days after the hearing on a grievance and the decision of the arbitrator upon the grievance, which shall have been submitted to him/her in accordance with the provisions of this Agreement, shall be final and binding upon the School and the Association and the individual or individuals concerned, provided the arbitrator has acted within his/her authority as set forth in this Agreement. The expenses or fees of the arbitrator shall be shared equally by the School and the Association.

Section 5:

a) Grievances that are not appealed within the time limit specified in each step of the grievance procedure shall be considered settled on the basis of the decision last rendered; unless such time limit is extended by mutual agreement in writing by the parties involved.

b) If the School fails to give an answer within any time limit specified in the grievance procedure (unless such time limit is extended by mutual agreement) the Association may submit the grievance to the next step of the grievance procedure.

c) The Association and the School will be required to pay all their own expenses involved in processing a grievance except that in Step 4 and Step 5 both parties will share equally all costs submitted by the mediator or arbitrator in connection with the grievance.

d) In the administration of the grievance procedures any financial liability to the School District shall be limited to the amount of earning actually lost with deductions of all sums earned during this period. If an error is made in the calculation of a bus driver's salary the School will be liable for the shortage. If an error should be made which results in overpayment to the driver, then the bus driver shall be obligated to repay the School such liability on the bus driver and the School shall be limited to the current contract year.

ARTICLE 19 - MISCELLANEOUS

Section 1: The Association recognizes the right of the School to require physical examinations, as prescribed by the School, to be on file in the School personnel files. The School will pay the cost of such physical.

Section 2: Pursuant to the pupil protection laws in effect as of January, 2006, any fingerprinting, criminal records check and FBI criminal records check costs for all current bus drivers will be paid by the District.

Section 3: A driver who wishes to resign shall file a written notice of resignation with the School at least thirty (30) days prior to the time the resignation is to become effective, except in those cases in which extenuating circumstances may require a shorter period of such notice.

Section 4: The negotiating committee representing the Association shall meet with School representatives at least three (3) times each year in October, January, and March to discuss items of mutual concern.

Section 5: Each driver, as a condition of continued employment, must be able to provide the School with a valid certificate of course completion from the Michigan Department of Education, Section 305A, Act 300, P.A. 1949 as amended. Effective with the ratification of this Agreement, the School in the future will reimburse each driver the cost for all required licenses, training and endorsements as required by law for school bus driving. In order to receive the reimbursement each driver must submit proof of endorsement to the Transportation Office.

Section 6: This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the School District and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 7: All drivers must assume the responsibility for keeping the interior of their vehicles clean.

Section 8: Any regular driver interested in being a trainer may submit his/her name to the Transportation Office for consideration. The School has the sole responsibility for selecting trainers.

ARTICLE 20 - NEGOTIATION PROCEDURES

Section 1: If at the time this Agreement would otherwise terminate the parties are negotiating for a new agreement, the terms and conditions herein shall remain in effect so long as negotiations voluntarily continue.

Section 2: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 21 - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2008, and shall remain in effect until midnight, June 30, 2009, and will be automatically renewed for successive periods of one (1) year unless either party gives written notice to the other party at least sixty (60) days prior to the expiration date of its intention to amend or terminate this Agreement.

BUS DRIVERS' ASSOCIATION

BY Sharon Huseman 3-5-09
(Date)

BY Deborah Hamilton 3-5-09
(Date)

BY Theresa F. Stokes 3-5-09
(Date)

BY Dan Henry 3-5-09
(Date)

~~Kathleen Meyer~~ 3-5-09
(Date)

BY Penny Barber 3-5-09
(Date)

BY Ana McKinis 3-5-09
Uniserv Director (Date)

BOARD OF EDUCATION

BY Shirley Gale 3/9/09
President (Date)

BY Jack A. Wells 3/9/09
Superintendent (Date)

BY Vicki Herzog 3-10-09
Director of Human Resources (Date)

LETTER OF AGREEMENT

NOW COMES the Portage School Bus Drivers' Association (MEA) and the Portage Public Schools, and said parties are signatories to a Collective Bargaining Agreement which expires on June 30, 2005.

In Article 16 of said Agreement, there are certain provisions relative to insurance. In Section 1, the Contract states that:

“Only those regular employees who sign a statement indicating that they are not covered, nor are they eligible for coverage as a dependent under a spouse’s policy, may enroll.”

It has been agreed by the parties during recent bargaining that any employee who is not eligible for the hospitalization program, but is currently on such plan, must withdraw from employer-paid coverage as soon as they are eligible to enroll as a dependent under their spouse’s policy. Such employees shall notify the District’s Human Resources Office of the dates for enrollment and/or open enrollment under the policy where they can secure coverage as a dependent.

PORTAGE SCHOOL
BUS DRIVERS’ ASSOCIATION

PORTAGE PUBLIC SCHOOLS

By: Penni Barker

By: John G. Manske

Memo

To: All Bus Drivers & Aides
From: Louk Markham
 Transportation Manager
Date: February 25, 2009
Re: Intentions for 2007-08 School Year

We are interested in your intentions for next school year. Please complete and return this form before leaving work on Friday, May 25, 2007.

FAILURE TO RETURN THIS FORM BY THIS DATE INDICATES THAT THE EMPLOYEE RELINQUISHES ALL RIGHTS TO MID DAY WORK.

1. I AM AM NOT planning to work next school year.
2. I would be interested in the following general types of extra MID-DAY work next year:
 NO Extra Work – or –
3. I would like any mid-day assignment offering the most hours based on my seniority.

I would prefer MID-DAY work in this order of preference:

(Please indicate your 1st, 2nd, 3rd, 4th & 5th choices in order of preference)

___ I prefer transporting elementary Kinder/Y5 students mid-day *(Rank up to 8 preferences)*

- School Preference: ___ AMB ___ ANG ___ CEL ___ HAV
 ___ LCE ___ MBE ___ WAY ___ WOD ___ ANY School

___ I prefer transporting pre-elementary PREP students mid-day

___ I prefer transporting secondary students (EFE/EFA, HS Shuttles, etc.) mid-day

(Rank up to 3 preferences)

- Time Preference: ___ Attached to AM ___ Attached to PM ___ Freestanding

___ I prefer transporting SPED mid-day *(Rank up to 2 preferences)*

- Elementary Students ___ Secondary Students ___

___ I want any MID-DAY work I can get except: _____

Assignments will be made following the terms of our negotiated agreement.

Signed: _____ Date: _____

LETTER OF AGREEMENT
between
PORTAGE PUBLIC SCHOOLS
and the
**KALAMAZOO COUNTY EDUCATION ASSOCIATION/
PORTAGE SCHOOL BUS DRIVERS' ASSOCIATION, MEA/NEA**

Re: 403(b)/457 Program

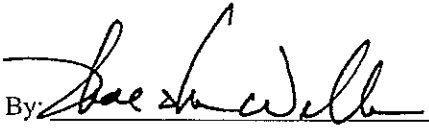
NOW COMES the Portage Public Schools District ("District") and the Kalamazoo County Education Association/Portage School Bus Drivers' Association, MEA/NEA ("Association"), and said parties do hereby agree to the following:

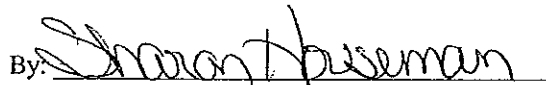
1. That for a number of years, the District has established and maintained a tax sheltered deferred retirement program. Recently, the Internal Revenue Service has issued significantly new regulations impacting such programs. These new regulations take effect January 1, 2009.
2. In response to the promulgation of these IRS regulations, over 260 public school districts, 25 intermediate school districts and other public education employers formed a Consortium which is now known as the Michigan Retirement Investment Consortium. That Consortium undertook a Request for Proposal process and selected TSA Consulting Group as the third party administrator for the Consortium.
3. The District and the Association recognize the importance of each employee pursuing an active retirement savings program and providing sound investment alternatives to assist them in achieving their retirement savings goals. All bargaining unit members are eligible to participate in the Plan.
4. The investment providers to be offered to Association members will include: Ameriprise Financial, AIG VALIC, AXA Equitable Life Insurance Company, Fidelity Investments, Horace Mann Insurance, MEA Financial Services, Primerica Financial Services, MET Life Resources, 403b ASP. All of these products will be included in the initial list of investments offered to Association members by the Consortium. These investment opportunities are in addition to the single source provider and the core providers offered by the Consortium.
5. The parties agree that fees as may be required to administer the 403(b) Plan will be kept as low as possible. TSA may require investment providers to pay reasonable administrative costs. The Consortium is requiring all core vendors to provide a quarterly report card of the investment product's performance and fees that will be shared with all employees. The District will encourage its wild card vendors to provide the same information.
6. The Plan Document shall allow employees the ability to make changes in their investment portfolio. An employee may invest with one 403(b) provider, one Roth 403(b) provider, and a third provider for a 457 at one time. Provisions for emergency or hardship withdrawals will be included within the Plan. Employees shall also be permitted to take loans from their investment as permitted in the Plan Document. Prompt remittance of contributions as defined by the Internal Revenue Code from participants will be made to the third party administrator.
7. The plan Document shall include a list of investment providers. MEA Financial Services will continue to be on the approved list of investment providers. If, at any time, MEA Financial Services is removed from the list of investment providers, the District will withdraw from the Consortium as soon as possible.
8. The District and the Association agree to conduct ongoing review and assessment of the performance of MRIC, TSA and participating investment firms with the goal of maintaining a quality 403(b) program. The District and the Association recognize that changes may be made in the selection of administrative firms including MRIC, TSA and the selected investment firms. Such changes shall only be made after timely consultation with the Association.

- 9. The District and the Association agree, as part of the ongoing assessment of the 403(b)/457 program, to recommend that representatives of participating School Districts and MEA Associations will act in an advisory capacity to MRIC.
- 10. The District and the Association agree to conduct ongoing review and assessment of the performance of the Consortium and the providers made available under the Consortium with the goal of maintaining a quality 403(b)/457 program.
- 11. This Letter of Agreement will be included in the next Collective Bargaining Agreement negotiated by the parties.

PORTAGE PUBLIC SCHOOLS

**KALAMAZOO COUNTY EDUCATION ASSOCIATION/
PORTAGE SCHOOL BUS DRIVERS' ASSOCIATION,
MEA/NEA**

By: 

By: 

Date: 3/9/09

Date: 3-5-09