

**MASTER
AGREEMENT**

for the

**WEST OTTAWA
PUBLIC SCHOOLS**

and the

**WEST OTTAWA
TRANSPORTATION
ASSOCIATION, MEA/NEA**

2005 - 2008

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PREAMBLE

WHEREAS, the Employer and the Union recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contained therein; and

WHEREAS, the Employer and the Union have entered into good faith negotiations and reached agreement upon wages, hours and other terms and conditions of employment; and

The Employer and the Union do hereby set forth and memorialize this as their full agreement.

**ARTICLE 1
PURPOSE AND EXTENT OF AGREEMENT**

This Agreement is entered into this 21st day of August , 2006, by and between the West Ottawa Transportation Association - Michigan Education Association/National Education Association (WOTA/MEA/NEA), hereinafter called the "Union," and the West Ottawa School District, hereinafter called the "Employer" or "District" or "Board."

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act. No. 336 of the Public Acts of 1947, as amended (MCLA 423.201 *et seq.*), to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

This Agreement shall constitute a binding obligation of both the Employer and the Union and for its duration may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

This Agreement shall supersede and have precedence over any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.

Any individual contract executed between the Employer and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement.

Any existing individual contracts are hereby terminated.

**ARTICLE 2
RECOGNITION**

2.01 **BARGAINING UNIT DEFINED** The Employer hereby recognizes the Union as the sole and exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in the bargaining unit defined and described as follows:

- A. All full-time and regularly scheduled part time drivers, mechanics, mechanic assistants, bus aides/assistants, bus service persons, alternative substitutes, and security/shuttle run drivers.

Excluded positions will be secretarial/clerical employees, route and inventory clerks, substitute drivers, supervisors, and all other employees.

- 2.02 **“EMPLOYEE” DEFINED** The term “employee,” singular or plural, when used in this Agreement shall mean a member of the bargaining unit as defined above. Any references to one gender shall include the other.
- 2.03 **CLASSIFICATIONS** For purposes of this Agreement, all employees shall be placed in one of the following classifications based on their current assignments:
- A. Bus Driver
 - B. Bus Aide/Assistant
 - C. Mechanic/ Mechanic Assistant
 - D. Service Person
 - E. Alternative Substitute
 - F. Shuttle Run Driver

ARTICLE 3 DISTRICT RIGHTS

- 3.01 The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. The Board reserves to itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, including but not limited to the right to:
- A. Manage and control the school’s business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
 - B. Determine the size of the work force, assign and direct the work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all employees, establish, modify or change any work or business hours or days, and establish or change bus routes.
 - C. Direct the work force, including the right to hire, promote, suspend, discharge, transfer, lay off, and assign work or extra duties to employees.
 - D. Determine the services, supplies, and equipment necessary; the placement, methods, schedules, and standards of operation; the means, methods and processes of carrying on the work; including automation and new or improved or changed methods.
 - E. Adopt reasonable rules and regulations, so long as such rules and regulations are not inconsistent with the terms and conditions of this Agreement.
 - F. Determine the qualifications of employees.

- G. Determine the location or relocation of its facilities, including new schools, buildings, departments, divisions or subdivisions, or other facilities.
 - H. Determine the source of materials and supplies.
 - I. Determine the financial policies, all accounting procedures, and all matters pertaining to the District's public relations.
 - J. Determine the size of the management operation, its functions, authority, amount of supervision, and table of organization, provided that the Employer shall not abridge any rights of employees as specifically provided in this Agreement.
 - K. Determine the policy regarding the selection and testing of new hires and the on-the-job training of all employees, providing such selection and training shall be based on lawful criteria.
- 3.02 The District rights, powers, privileges and authority described above shall be expressly limited by the provisions of this Agreement and/or the Public Employment Relations Act (PERA) and/or applicable state and/or federal statutes.
- 3.03 The listing of specific management rights in this Article is not intended to be all inclusive, nor shall it be a waiver of any right of management not listed above, whether or not such right have been exercised by the District in the past.

ARTICLE 4 UNION RIGHTS AND REPRESENTATION

- 4.01 **USE OF BUILDINGS AND EQUIPMENT** The Union and its representatives shall have the right to conduct Union business which involves the bargaining unit on school property or use school office equipment (except computers) at times which do not interfere with or interrupt school operations or the employees' duty time. The Union shall be responsible for proper use of all facilities and equipment, including leaving them in the same condition as they were prior to the Union's use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use, and the cost of any repairs or replacement resulting from Union use.
- 4.02 **INFORMATION PROVIDED TO THE UNION** Upon request, the Employer agrees to provide the Union with any information required by law concerning the Employer and with reports relevant to WOTA.

- 4.03 **POSTING OF NOTICES** The Union shall have the right to post notices of activities and matters of Union concern in the transportation building.
- 4.04 **NOTIFICATION OF EMPLOYEE STATUS** The Employer shall notify the Union president of hirings, transfers, changes in hours, and termination of employees within a reasonable time of such changes.
- 4.05 **RELEASE TIME FOR UNION ACTIVITIES** A bargaining unit member shall not lose pay when participating in grievances and arbitrations during his/her work hours. A bargaining unit member shall not lose pay when participating in other joint District-Union activities during his/her work hours, such as negotiations, contract enforcement meetings, etc., if there is advance mutual agreement between the District and Union. In some cases the member may need to give up a field trip for such participation. In this situation, the member shall not lose pay for said trip. If the activity should conclude in time for the member to take the actual trip, then the member shall notify the office that they are able to do so. The member must allot enough time for the actual time of travel from the site of participation, pre-tripping/travel time to the site of said field trip.

**ARTICLE 5
EMPLOYEE RIGHTS AND PROTECTIONS**

- 5.01 **POLITICAL ACTIVITIES** Religious or political activities of any employee or lack thereof shall not be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the District, unless it adversely affects the District or the employee's ability to satisfactorily function as an employee.
- 5.02 **RULES AND REGULATIONS** All rules and regulations affecting members of the bargaining unit, and all changes in such rules and regulations, shall be posted, with written copies given to the Union President and to each employee prior to the implementation date of the rule or regulation.
- 5.03 **JUST CAUSE FOR DISCIPLINE** No employee shall be disciplined without just cause. The term "discipline" as used in this Agreement includes written warnings, reprimands, suspensions with or without pay, disciplinary reductions in compensation, and discharges (but not discharges of probationary employees). The specific grounds for disciplinary action will be presented in writing to the employee and the Union within three (3) working days of the time discipline is imposed.
- 5.04 **JUST CAUSE FOR SUSPENSION** It is agreed that the following constitutes just cause for a driver to be suspended without pay:

- A. Having a driving record which causes a driver to not be insurable under the District's insurance policy or insurable only at a higher premium rate than the other drivers.
- B. An unpaid suspension under this provision shall continue until the driver's insurability permit him/her to again drive. During the suspension, the administration may also offer the driver other paid, non-driving work, if available.
- C. The provisions for unpaid suspension contained in this section shall only apply once to any individual driver. In the event that the situation described in this section occurs a second time, that shall constitute just cause for discharge of the driver.

5.05 **JUST CAUSE FOR DISCHARGE** It is agreed that the following constitutes just cause for the discharge of a bus driver:

- A. Conviction for driving a motor vehicle under the influence of alcohol or a controlled substance.
- B. Accumulation of that number of "points" which, under Michigan law, precludes an individual from actively serving as a bus driver.
- C. Sections 5.04 and 5.05 shall not be construed as precluding the District from imposing disciplinary action that is less than that described for commission of the aforementioned offenses.

5.06 **VERBAL WARNINGS** When the District gives an employee a verbal warning or reprimand, the ONLY record of such a verbal warning or reprimand shall be:

- A. The District may place a short, one-sentence memo in the employee's personnel file containing a simple statement that a verbal warning or reprimand was issued. Example: "On March 30, 2002, John Doe was given a verbal warning about being late for work." A copy of the verbal warning shall be given to the employee and the Union.
- B. The administrator may also prepare a more detailed summary of the meeting at which the verbal warning or reprimand is issued. This summary is for the administrator's recollection only, and shall be considered to be a private record of the administrator. It will not be placed in the employee's personnel file, or used for any other purpose.

- 5.07 **WARNINGS AND REPRIMANDS** Written warnings or reprimands will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which the employee had an opportunity to be heard. A copy of a written warning or reprimand shall be given to the employee and to the Union.
- 5.08 **PROGRESSIVE DISCIPLINE** The District agrees to follow a system of progressive discipline. Examples of the discipline that may be imposed as part of a system of progressive discipline are: verbal and written warnings and reprimands, suspensions with or without pay, and discharge. A particular type of discipline may be imposed more than once and additional types of discipline may be utilized. The Employer may impose any penalty, up to and including discharge, as is reasonable under the circumstances, without first imposing less severe discipline on a progressive basis if there is just cause for the discipline imposed. The Union may grieve the reasonableness of any penalty in any given situation, including the failure to impose a less severe penalty.
- 5.09 **RIGHT TO REBUT** Any employee who disagrees with a written disciplinary action may respond in writing and shall present a copy of the response to the appropriate administrator. This response shall be placed in the employee's personnel file, and shall be attached to all copies of the written disciplinary action issued by the Employer.
- 5.10 **NOTICE OF DISCIPLINE** The Employer shall timely (i.e. prior to the meeting) advise an employee if disciplinary action is likely to occur at, or result from, any meeting, and shall further advise the employee of his/her right to have a Union representative present.
- 5.11 **RIGHT TO UNION REPRESENTATION** An employee shall be entitled to have a Union representative present during any meeting which will or may lead to disciplinary action by the Employer, and/or at which discipline will be imposed. When a request for such representation is made, no action shall be taken until such representative of the Union is present. The District and the Union shall make reasonable accommodations so that the Union representative can be present and the meeting is held within a reasonable period of time.
- 5.12 **ACCESS TO PERSONNEL FILES** Employees shall have access to their own personnel files during normal business hours, provided that review of the files shall not interfere with normal duties and the Employer may reasonably schedule such access. A Union representative may accompany the employee in such a review. To the extent permitted by law, union representative(s) (whether in or out of the bargaining unit) may review employees' files for contract administration purposes or to provide representation in other administrative or legal proceedings.

5.13 **NON-DISCRIMINATION** The parties shall not discriminate on the basis of race, creed, religion, color, national origin or ancestry, age, sex, marital status, and/or handicap

5.14 **COMPLAINT PROCEDURES**

- A. Any complaint submitted by parents, students, or employees, or based on any other sources of information shall be discussed with the employee before it is included in the employee's record, and the employee will be given an opportunity to respond to the report. All complaints to be placed in an employee's file shall include the names of the complainants, date, and details of the complaint.
- B. The District may ask any complainants to meet with the employee, to provide the employee and the complainants with the opportunity to resolve the issue.
- C. Upon receipt of a complaint, the District shall investigate the complaint to determine its accuracy prior to placing it in the employee's personnel file or taking any other action. The complaint will be placed in the employee's personnel file only if the complaint is found to be accurate by the administration. If the complaint is found to be inaccurate by the administration, the complaint and all copies of the complaint will be destroyed. If the investigation by the District does not provide sufficient evidence to determine whether the complaint is accurate or not, the complaint and all investigative documents will be maintained in an investigative file.
- D. If the employee believes that the personnel file contains information concerning a complaint which is false, the employee may utilize the contractual grievance procedure to have said material removed and destroyed.
- E. The employee shall have the right to attach a written response to any complaint, and this written response will be attached to all copies of the complaint.
- F. Complaints shall be promptly investigated. A complaint against an employee may not be used as a basis for disciplinary action unless the complaint was called to the attention of the employee during the investigation. The District may elect not to investigate complaints that are minor or frivolous in nature; a complaint that is not investigated may not be used as a basis for disciplinary action.

**ARTICLE 6
GRIEVANCE PROCEDURE**

- 6.01 **GRIEVANCE DEFINED** A grievance shall be defined as a claim or complaint by an employee, group of employees or the Union that there has been a violation of any provision of this Agreement.
- A. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.
 - B. This grievance procedure shall not prevent any individual employee from presenting a concern or grievance and having the concern or grievance adjusted without intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement, and further provided that the Union is given an opportunity to be present, and further provided that individual grievants shall not have the right to process grievances at Step 5.
- 6.02 **NON-GRIEVABLE SUBJECTS** The following matters shall not be the basis of any grievance filed under the procedures outlined in this article:
- A. The content of any job description.
 - B. The qualifications, certifications and/or licenses required for any position.
 - C. Any matter which is within the jurisdiction of the EEOC, the Michigan Department of Civil Rights, MESC, or Workers Compensation.
- 6.03 **TIMELINES** Failure of the grievant(s) or the Union to initiate a grievance or to appeal a grievance to the next level of the procedure within the time limits specified shall be deemed a withdrawal of the grievance. Failure of the Employer to respond at any level within the time lines specified shall constitute denial of the grievance and shall enable the Union to appeal to the next level of the grievance procedure.
- 6.04 **"DAYS" DEFINED** The term "days" when used in this article shall mean student attendance days, except during summer vacation, when the term "days" shall mean week days (excluding holidays). Time limits may be extended by mutual written agreement of the parties.
- 6.05 **STEP ONE – OPTINAL INFORMAL MEETING**
- The grievant(s) shall have the option to request an informal meeting with the immediate supervisor to present and discuss the concern before a formal grievance is filed. The grievant may request a member of the Union to be present at this

meeting. A formal grievance may be filed in the event a concern, complaint or grievance cannot be resolved by informal discussion.

6.06 STEP TWO - SUPERVISOR'S LEVEL

The grievance shall be submitted in writing to the immediate supervisor, with a copy to the Union representative, within twenty (20) days after becoming aware of the alleged violation on which the grievance is based. Within ten (10) days of receiving the grievance, the immediate supervisor shall meet with the grievant(s) and/or the Union to hear the grievance. Within ten (10) days of this grievance meeting, the immediate supervisor shall present his/her decision in writing to the grievant(s) with a copy to the Union representative.

A formal grievance must be presented in writing on the grievance form (attached as Appendix B and incorporated herein) and shall state the date submitted, the date of the violation, who is affected, the nature of the grievance, what sections of the contract have been violated, and the relief sought. Any grievance presented in writing by the grievant(s) or the Union shall be answered in writing.

If a grievance arises from the actions of an authority higher than the immediate supervisor of the grievant(s), the grievant(s) may present such grievance at the appropriate step of the grievance procedure.

6.07 STEP THREE - SUPERINTENDENT'S LEVEL

If the grievance has not been satisfactorily resolved at Step 2, the grievant(s) may within ten (10) days of receipt of the supervisor's decision submit an appeal to the superintendent or his/her designated representative. The superintendent or his/her designated representative shall, within ten (10) days after receipt of the grievance, meet with the Union representative and the grievant(s) for the purpose of resolving the grievance. The superintendent or his/her designated representative shall within ten (10) days after the hearing render his decision in writing to the grievant(s) with a copy to the Union representative.

6.08 STEP FOUR - BOARD LEVEL

If the grievance has not been satisfactorily resolved at Step Three, the grievant(s) may within ten (10) days of receipt of the superintendent's or his designated representative's decision submit an appeal to the Board of Education through the superintendent's office. The Board of Education shall, at its next meeting which is at least ten (10) days after receipt of the grievance, meet with the grievant(s) and with representatives of the Union for the purpose of reviewing the grievance. The meeting shall be public or private, at the option of the grievant(s), and to the extent permitted by law. The Board shall, no later than its next meeting, render its decision in writing to the grievant(s) with a copy to the Union representative.

The Board of Education may delegate its functions under Step Four to a Board of Education committee. In that event, the timelines contained in the previous paragraph shall be modified as follows: The committee shall hold the grievance hearing within twenty (20) days after receipt of the grievance, and shall render its decision within twenty (20) days after the grievance hearing.

6.09 **STEP FIVE - ARBITRATION**

- A. Individual grievants shall not have the right to process grievances at Step Five. If satisfactory disposition of the grievance is not made as a result of Step Four, the Union shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association (AAA). The Demand for Arbitration shall be filed with the AAA and the Employer within twenty (20) days from the date of receipt of the decision at Step Four, or if no decision is rendered, from the date the decision was due.
- B. Powers of the Arbitrator
 - 1. The arbitrator shall be empowered, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
 - 2. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - 3. The arbitrator shall have no power to establish wage scales or change any wage scales.
 - 4. The arbitrator shall have no power to rule on the ratings and comments on employee evaluations. Violations of the evaluation procedures and violations of section 13.10 shall be arbitrable.
 - 5. The arbitrator shall have no power to award punitive damages.
 - 6. The arbitrator shall have no authority to interpret state or federal law, and shall not hear a grievance barred from the scope of the grievance procedure in section 6.02 above.
 - 7. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide.

8. The arbitrator shall have no power to overrule a medical determination by a physician made pursuant to Section 8.09 of this Agreement.
 9. The arbitrator shall have the authority to grant retroactive relief but such retroactive relief shall be limited to no more than twenty (20) days prior to the date the grievance was filed.
 10. The arbitrator shall have no power to rule on the termination of any probationary employee.
 11. The arbitrator shall have no authority to reinstate a suspended or discharged driver, nor to award monetary relief for the period of the unpaid suspension or discharge, when said suspension or discharge occurred pursuant to Article 5.04 or 5.05 (i.e. because of the driver's uninsurability and/or "points" and/or DUI conviction.)
- C. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority. It shall be final and binding on the Union, its members, the employee or employees involved, and the Employer.
 - D. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.
 - E. Neither the Employer nor the Union shall be able to raise a new ground or defense for a grievance at Step Five which was not disclosed prior to the arbitration hearing.

6.10 **MISCELLANEOUS GRIEVANCE PROVISIONS**

- A. The grievance chain, grievance responses, exhibits, and communications related to the grievance will not be included in an employee's personnel file.
- B. There shall be no discipline, discrimination, or retaliation against an employee because of his/her filing or participation in the grievance procedure.

ARTICLE 7 WORK YEAR

- 7.01 **WORK YEAR** The normal work year for full-year employees shall be twelve (12) months, July 1 through June 30. The normal work year for school year employees shall be in accordance with the students' calendar unless the employee

is required to work additional days as determined by the position. This section shall not be construed as a guarantee of work.

7.02 **WORK WEEK** The normal work week for employees shall be Monday through Friday. This section shall not be construed as a guarantee of work. If the Employer modifies the normal work week, the modified schedule shall be assigned to the most senior volunteer. In the event that there are no volunteers, the modified schedule shall be assigned to the least senior employee(s).

7.03 **WORK DAY** The normal work day shall be as follows:

- A. Bus drivers, bus aides/assistants, and alternative subs: According to the assigned bus run(s)
- B. Mechanics, Mechanic Assistant, and bus Service Persons: Eight (8) consecutive hours

This section shall not be construed as a guarantee of work.

7.04 **MEAL BREAK** Employees who have a regular work day of more than six (6) consecutive hours per day shall be scheduled for an unpaid, duty-free meal break of thirty (30) consecutive minutes. (This paragraph shall not apply to drivers or bus aides, except for the "shuttle run" position.)

7.05 **RELIEF PERIOD** For each four (4) hours worked, an employee shall receive one (1) fifteen (15) minute "break." (This paragraph shall not apply to drivers or bus aides, except for the "security/shuttle" position.)

7.06 **MODIFIED WORK DAY** During the Christmas, spring and summer break periods, employees may, with the approval of the Director of Transportation and Superintendent, modify their normal work hours and/or work schedules.

7.07 **OFFSET OF ADDITIONAL HOURS** If mutually agreeable to the employee and the Director of Transportation, an employee who works additional hours on any one day may reduce his/her regularly-scheduled work hours on another day during the same work week to offset the additional time, but the employee will not be required to do so.

7.08 **SCHOOL CLOSED - INCLEMENT WEATHER**

- A. **Mechanics, Mechanic Assistants, and Service Persons** are required to work unless earned personal days, vacation time, or an unpaid leave day is taken.

B. **Bus Drivers and Bus Aides** are not required to report on days when school is closed, and shall not be paid unless one of the following options applies:

1. For the first three (3) days that schools are closed, a bus driver or bus aide may report and be paid at the regular driving rate or bus aide's rate for all hours worked.
2. A bus driver or bus aide who does not report on one or any of the first three (3) days that schools are closed shall be paid for each of the first three (3) school days that school is closed if he/she uses personal business days or sick leave. Any available personal business days, whether scheduled in advance or not, must be used first, and not more than one (1) sick day may be used for this purpose. This provision will apply to the first three (3) days that school is closed only.
3. After the first three (3) days that schools are closed, a bus driver or bus aide will be paid for any additional days that school is closed up to the maximum allowable by Michigan law, by using available personal days whether scheduled in advance or not. If no personal days are available then the bus driver or bus aide may use any accrued sick days for this purpose.

C. **Employees Who Report for Work Before an Inclement Weather Day is Called** In the event that school is closed after a bus driver or aide has reported for work, the employee will be paid for all hours worked, and the provisions of paragraph B will apply, provided, however, that in no event will an employee be paid an amount greater than what he/she would have been paid for his/her regular run(s) for the day.

D. **Ottawa Area Center (OAC) Closed** In the event that the District is open, and the Ottawa Area Center is closed due to inclement weather, the OAC drivers will be covered by paragraph B above, and the regular West Ottawa drivers will drive their regular runs. OAC drivers may be asked to cover a West Ottawa run, but will not be required to do so unless a substitute is not available. If an OAC driver covers a West Ottawa run, he/she will be paid for the hours of his/her OAC run, or the West Ottawa run, whichever is greater, and shall not be entitled to additional compensation.

7.09 **SCHOOL DELAYED - INCLEMENT WEATHER**

A. All employees (except bus drivers and aides) are expected to report for work at their regularly scheduled start times on days that school is delayed

due to inclement weather, unless announced on the appropriate radio and television stations to the contrary. Those employees who report to work at their regularly scheduled starting times will be paid their regular wages. Those employees who are unable to report to work at their regularly scheduled starting times because of inclement weather will not be paid for the hours missed.

- B. Bus drivers and aides must complete their whole run on delayed start days; they are expected to report for work on the "delayed schedule." In the event that kindergarten is canceled due to inclement weather, drivers will be paid.

ARTICLE 8 WORKING CONDITIONS

8.01 **UNSAFE CONDITIONS** The Employer, Union and employees shall work together to protect the health and safety of all individuals.

- A. If an employee reasonably believes that unsafe or hazardous conditions exist, he/she will report the condition to the Director of Transportation as soon as possible. The Director of Transportation will investigate the matter, take action he/she deems appropriate to correct and notify the employee of any action taken.
- B. The driver shall inform the transportation office of any hazards on their route that may cause damage to the bus or create low visibility.
- C. If a driver on a field trip reasonably believes that driving/weather conditions are unsafe, the driver shall stop the bus (if it is safe to do so), and the driver shall inform the Director of Transportation or other designated supervisor and the trip sponsor. The director/supervisor shall make the final determination whether to continue the trip and/or whether to send another driver out.

8.02 **STUDENT DISCIPLINE** The Employer shall support and assist employees with respect to the maintenance of control and discipline of students on the buses and boarding areas which are on school district property. In the event an employee does not believe appropriate support and assistance is being provided, the employee shall report this to the Director of Transportation. The administrative decision regarding the action or discipline that should be taken towards the student, including a decision to not take action or impose student discipline, shall not be subject to the grievance procedure.

- 8.03 **ABSENT SUPERVISOR** Drivers will be provided with a supervisor(s)' phone number and/or a beeper or pager number to utilize in case of emergencies or other problems after normal working hours.
- 8.04 **TRAINING AND INSERVICE** The District shall provide employees with the training administratively determined to be necessary and appropriate (including classes, inservice, etc.). If approved in advance by the Director of Transportation, employees shall be allowed to attend training pertaining to their job responsibilities. Pay for all such training is described in Article 25. Drivers and aides shall not be paid for training that is not mandatory or that is not related to their job responsibilities. The District shall identify all training that is mandatory.
- 8.05 **DRIVER-TRAINERS** The following provisions shall apply to drivers who train new drivers:
- A. **TRAINING IS VOLUNTARY**: Training new drivers shall be voluntary. However, a driver who has volunteered to be a trainer shall be expected to train those drivers assigned to him/her to be trained.
 - B. **SELECTION OF TRAINERS**: Trainers shall be selected by the Director of Transportation.
 - C. **PAY TO SET UP TRAINING**: Drivers who set up and organize training for new drivers shall be paid at the hourly "down time" rate.
 - D. **PAY FOR CLASSROOM TRAINING**: Drivers who provide the classroom training for new drivers shall be paid at the regular driving rate for this portion of the training.
 - E. **PAY FOR DRIVING TRAINING**: Drivers who provide the driving training for new drivers shall be paid at the regular driving rate for this portion of the training.
- 8.06 **IMMEDIATE SUPERVISOR IDENTIFIED** For the purposes of evaluation, grievance processing, approval of vacation and leave time, and determining work assignments, an employee's immediate supervisor shall be the Director of Transportation.
- 8.07 **REIMBURSEMENT FOR DAMAGE** The District agrees to reimburse employees for destruction to clothing and/or glasses due to an assault on an employee by a pupil, provided:
- A. That in the opinion of the Director of Transportation the employee was exercising reasonable care in dealing with the student.

- B. Within three (3) days of the occurrence the employee shall file a written report with the Director of Transportation detailing the incident.
- C. The District will reimburse employees for a reasonable amount.
- D. Employees may be required to submit evidence of the amount of damage done.

8.08 **ON-THE-JOB INJURIES** An employee injured on the job shall report the incident to his/her supervisor immediately. The following provisions shall apply to on-the-job injuries:

- A. In the case of serious or life-threatening injuries, the employee should proceed to the hospital emergency room.
- B. For all injuries requiring medical attention that are not life-threatening, the employee must be seen by the designated worker's compensation doctor.
- C. If an employee is unable to locate his/her supervisor for approval to seek medical attention under worker's compensation, they may proceed to the worker's compensation doctor. Once there, the facility will contact one of the District's representatives for approval of medical attention.
- D. An employee injured on the job and unable to perform his/her normal duties shall be required to perform "light duty" work or any other alternate work available, providing the treating doctor(s) approves of the work.
- E. The District shall continue to provide the employee with the paid insurance benefits the employee was receiving at the time of the injury until his/her accrued sick leave is exhausted.

8.09 **EMPLOYER-REQUIRED PHYSICAL EXAMINATIONS**

- A. If the Employer reasonably believes that an employee is not physically and/or mentally able to perform his/her duties, the Employer may require the employee to undergo a physical and/or psychological examination in accordance with the provisions contained herein.
- B. The Employer shall indicate in writing the specific reason(s) for requiring an examination, including the specific conduct of the employee that led the Employer to question whether or not the employee was physically and/or mentally able to perform his/her duties.
- C. The employee shall be examined by a doctor selected by the Employer and paid for by the Employer.

- D. The doctor(s) shall provide the Employer with his/her conclusion regarding whether or not the employee is able to perform his/her duties, as well as any finding of any medical or psychological condition which is directly related to the employee's ability to perform his/her duties. The Employer shall be entitled only to medical or psychological information directly related to the employee's ability to perform his/her duties.
- E. If, as a result of this examination, the doctor states that the employee cannot return to work, the employee shall have the right to be examined by his/her own personal doctor, at the employee's expense.
- F. If there is conflict between the opinions of the two doctors, the employee shall have the right to a third opinion from a doctor who is mutually agreed upon by the employee and Employer. The third doctor shall be paid for by the Employer, and shall be from a different corporation or practice than the first Employer-selected doctor.
- G. The employee shall receive a complete copy of all doctors' reports or findings
- H. If, as a result of these provisions, the Employer takes action which is fully in accordance with the opinion of the third doctor, the employee may not utilize the grievance procedure contained in this Agreement to challenge such action. However, the employee may utilize the grievance procedure contained in this Agreement to challenge any action taken by the Employer which is not fully in accordance with the opinion of the third doctor.

ARTICLE 9 DRIVERS' PROVISIONS

9.01 ASSIGNED DUTIES DURING "DOWN TIME"

- A. "Down time" is time during a run or between runs for which a driver is being paid but is not driving
- B. Because drivers are being paid for "down time," the District may assign them other duties during this time.
- C. A driver will be paid at his/her straight time rate for all time spent on other assigned duties during down time.
- D. With the permission of his/her supervisor, a driver may elect to perform his/her down time assignment at the end of his/her runs, rather than

between runs. If the driver is paid down time between runs, but elects to do the work at the end of his/her runs, he/she will not receive added pay for the work at the end of the run.

- 9.02 **PULLING OFF ROAD FOR DISCIPLINE** Drivers who need to discipline students may elect to pull off to the side of the road for up to ten (10) minutes. The office must be notified if the stop is for longer than three (3) minutes.
- 9.03 **STUDENT MEDICATION** If requested by the parent and/or guardian, a driver and/or aide shall transport student medication to school. In no instance except an emergency shall medication be administered on the bus by a driver and/or aide.
- 9.04 **SERVICES PERFORMED FOR OTHER DEPARTMENTS** Service performed by an employee for a department other than the Transportation Department shall not be covered by this Agreement.

**ARTICLE 10
MECHANIC AND MECHANIC ASSISTANT PROVISIONS**

- 10.01 **UNIFORMS** The District shall provide five (5) uniforms per week to each mechanic and mechanic assistant.
- 10.02 **HAND TOOLS**
- A. **MECHANIC AND MECHANIC ASSISTANT PROVIDES** Each mechanic and mechanic assistant shall purchase his/her own hand tools, which shall be considered to be the property of the mechanic or mechanic assistant.
- B. **TOOL REPLACEMENT** The District shall replace any damaged hand tools or hand tools stolen during a break in if a police report is filed by the mechanic or mechanic assistant. To be eligible, the hand tools must be listed on an inventory sheet filed with the District prior to July 1 each year.
- C. **TOOL REIMBURSEMENT** The District shall reimburse each mechanic and mechanic assistant up to \$200.00 (two hundred dollars) per fiscal year to replace hand tools, provided that a receipt is provided.
- 10.03 **SUBBING FOR DRIVERS** Mechanics and mechanic assistants may be assigned to substitute for absent drivers.
- 10.04 **CLEAN-UP TIME** Mechanics and mechanic assistants will be paid for a fifteen (15) minute clean-up time each day during their regular eight hour shift.

10.05 **MECHANIC AND MECHANIC ASSISTANTS SHIFTS**

A. The normal work shifts for mechanics and mechanic assistant shall be:

| | <u>Summer</u> | <u>School Year</u> |
|------------------------|-------------------------|-------------------------|
| 1 st shift: | 4:00 a.m. to 12:30 p.m. | 4:00 a.m. to 12:30 p.m. |
| 2 nd shift: | 5:30 a.m. to 2:00 p.m. | 5:30 a.m. to 2:00 p.m. |
| 3 rd shift: | 7:00 a.m. to 3:30 p.m. | 8:00 a.m. to 4:30 p.m. |
| 4 th shift | 8:00 a.m. to 4:30 p.m. | 9:00 a.m. to 5:30 p.m. |

B. The mechanics and mechanic assistants shall be allowed to select shifts on a voluntary basis, provided that there must be one (1) mechanic for each shift. If they cannot mutually agree, shifts will be selected in order of seniority, with the most senior mechanic or mechanic assistant given the first choice of shifts.

C. With the approval of the supervisor, the 3rd and 4th shifts may be moved to earlier starting and ending times in order to end the workday when the last bus returns.

D. Before making any changes in the above hours and shifts, the Employer shall give the Association and affected employees ten (10) days written notice unless shorter notice is necessitated due to unforeseen circumstances. Further, upon request, the Employer shall meet with the Association to negotiate any change. Any negotiations shall take place prior to the date the proposed change is scheduled to be implemented, unless the Employer has not provided ten (10) days written notice. The proposed change may be implemented in the event the Employer and Association are not able to reach agreement after a reasonable length of negotiations (not to exceed three (3) hours). However, this shall not preclude the parties from negotiating longer than three (3) hours. In the event that the above hours and/or shifts are changed, the provisions of paragraph B above shall be implemented.

ARTICLE 11
SERVICE PERSON PROVISIONS

11.01 **UNIFORMS** The District shall provide five (5) uniforms per week to each service person. In addition, the District shall provide water-repellent winter weather clothing during the winter months.

11.02 The service person may be assigned to substitute for absent bus drivers and will be paid according to the provisions found in Article 25.18.

**ARTICLE 12
BUS AIDE PROVISIONS**

- 12.01 **CLOTHING AND EQUIPMENT** Upon request, the District shall provide knee pads and gloves to all bus aides.

**ARTICLE 13
EMPLOYEE APPRAISALS
EMPLOYEE ASSISTANCE PLAN**

- 13.01 Each employee will have his/her job performance appraised at least once every three (3) years. The Employee Appraisal Forms, which are attached as Appendix C, will be used for such appraisals.
- 13.02 The Director of Transportation, or his/her designee (who is not a bargaining unit member), shall be responsible for conducting appraisals of transportation employees.
- 13.03 Appraisals are intended, in part, to provide employees with an opportunity for growth. The appraiser will identify employee strengths, as well as any areas that need improvement.
- 13.04 For any area rated "needs improvement," the appraiser will include specific suggestions for improvement. For any area rated "unsatisfactory," the appraiser will include a "Required Improvement Plan." The "Required Improvement Plan" will identify the specific area(s) to be improved; contain suggestions or strategies for improvement; identify the assistance, if any, to be provided by the administration; and specify the date by which improvement must be shown.
- 13.05 Upon request of the employee or supervisor, there shall be a conference between the employee and appraiser to discuss the appraisal and any suggestions for improvement. An employee shall have the right to Union representation at any appraisal conference.
- 13.06 If any changes are made in the appraisal as a result of the conference, the appraisal shall be revised, and the employee shall be provided with a copy of the revised appraisal.
- 13.07 The employee shall be provided a copy of the final appraisal (including any Required Improvement Plan) and shall sign the appraisal. The employee's signature is to acknowledge receipt of a copy of the document, not agreement with its contents.

- 13.08 The employee has the right to attach a letter of response or rebuttal to the appraisal, and this response shall be attached to all copies of the appraisal.
- 13.09 The appraisal, including any appraisal conference, shall be completed by the end of the school year (i.e. June 30th).
- 13.10 An employee appraisal shall not be utilized to impose discipline.
- 13.11 If an employee has not been evaluated at least once every three (3) years, his/her performance will be presumed to be satisfactory.
- 13.12 **SELF-APPRAISALS** Employees shall not be required to do “self-appraisals.” Any such self-appraisals done voluntarily shall be for the employee’s personal use, shall not be shared with the evaluator(s), and shall not be part of the appraisal prepared by the Director of Transportation or his/her designee.
- 13.13 If, during the appraisal process, a supervisor edits or modifies an employee’s appraisal in any way whatsoever, all earlier drafts of the appraisal shall be expunged from all District files. Only the final draft of an employee’s appraisal shall be included in District files.

ARTICLE 14 SENIORITY

- 14.01 **SENIORITY DEFINED** Seniority shall be determined on a classification by classification basis and shall be defined as the length of time an employee has been employed in a particular classification. For purposes of seniority, the following are the three classifications: service person and bus driver, bus aides, and mechanics/mechanic assistants. Accumulation of seniority shall begin from the employee’s first working day in the classification, or, for drivers and bus aides, the date the employee is selected for a regular run, whichever is earlier. If an employee transfers from one classification to another, his/her seniority in the classification from which he/she transferred shall be frozen.
- 14.02 **PROBATIONARY PERIOD** Newly hired employees shall serve a probationary period of sixty (60) work days. Days when the probationary employee is absent shall not count.
- 14.03 **SENIORITY LIST** There shall be three seniority lists, one for drivers, one for aides, and one for mechanics/mechanic assistants. The service person(s) shall be included on the drivers list. The Employer shall prepare, maintain and post the seniority lists. The initial seniority lists shall be prepared and posted conspicuously in the transportation building within thirty (30) calendar days after

the effective date of this Agreement, with copies provided to all employees after initial selection of runs each year.

Within twenty (20) calendar days of posting the initial seniority list, corrections or objections to the list shall be filed; thereafter, the list shall be considered accurate until the next annual list is posted. The Employer shall revise, update and post the seniority list annually thereafter between September 1 and October 1 with corrections or objections due by November 1. Thereafter, the list shall be considered final and conclusive until the next annual list is posted. Two (2) copies of the initial seniority list and subsequent revisions shall be furnished to the Union each year.

Employees with "frozen" seniority shall be listed at the bottom of each seniority list with the amount of seniority earned before it was frozen.

- 14.04 **SENIORITY TIE-BREAKER** In the event that more than one individual employee has the same seniority date, the tie shall be broken by using the length of time that the employee served as a substitute in the bargaining unit. If the tie is not broken based upon the length of substitute service, position on the seniority list shall be determined by the last four (4) digits of each employee's social security number, with the highest four (4) digit number ranked first.
- 14.05 **MULTIPLE CLASSIFICATIONS** An employee who works or has worked in more than one bargaining unit classification shall be considered to be qualified for all such classifications.
- 14.06 **LOSS OF SENIORITY** Seniority shall be lost by an employee upon termination, resignation, retirement or transfer to a non-bargaining unit position. Any employee who terminates employment and is later rehired by the District shall begin as a new hire from the most recent date of hire and shall not retain any seniority from previous employment with the District. Any employee who transfers to a non-bargaining unit position within the District but returns to a bargaining unit position within thirty (30) work days shall continue his/her bargaining unit seniority as if s/he had been continuously in the bargaining unit.
- 14.07 **SENIORITY ON LAYOFF** An employee on layoff shall continue to accumulate seniority until the employee returns to work.
- 14.08 **SENIORITY ON LEAVE** An employee on an unpaid leave of absence shall continue to accrue seniority for up to thirty (30) working days; after thirty (30) working days, the employee shall keep the seniority he/she has already earned, but shall not continue to accumulate it. An employee on a paid leave and/or on a medical leave (paid or unpaid) and/or on a leave caused by a work-related illness or injury shall continue to accumulate seniority during the entire leave.

- 14.09 **NO REPEAT OF PROBATIONARY PERIOD** No employee shall be required to repeat a probationary period unless said employee terminates employment with the District and is later rehired by the District.

**ARTICLE 15
LAYOFF AND RECALL**

- 15.01 **LAYOFF PROCEDURE** The Employer and the Union recognize the possibility that the District at a given time could reduce personnel. In the event of a reduction of personnel through layoff from employment, the following procedure will be utilized by the Employer.
- A. When the Employer determines it is necessary to reduce the size of the work force and/or eliminate positions, employees with the least seniority in their classification will be laid off first, provided there are more senior employees remaining who are qualified to perform the duties of the laid off employees.
 - B. An employee notified of lay off shall have the right to displace a less senior employee who is in a classification previously held by the employee scheduled for layoff, provided that the senior employee is qualified to hold that position.
 - C. A mechanic or mechanic assistant notified of layoff shall have the right to displace a less senior driver provided that the mechanic or mechanic assistant meets all the requirements of the driver's position. A driver notified of layoff shall have the right to displace a less senior mechanic or mechanic assistant provided that the driver meets all the requirements of the mechanic's or mechanic assistant's position. A service person notified of layoff shall have the right to displace a less senior driver, mechanic, or mechanic assistant provided that the service person meets all the requirements of the position.
 - D. Employees shall be provided three (3) weeks written notice prior to the effective date of layoff, unless layoff is necessitated by emergency or by an event that could not have been reasonably anticipated.
 - E. If a position is eliminated, and there is a vacant position available for which the employee is qualified, the employee will be placed in the vacant position and will not be considered to be laid off, provided that there is no reduction of pay or hours.
- 15.02 **REDUCTION IN HOURS** When the Employer determines it is necessary to reduce the number of hours of any bargaining unit position, an employee whose

hours are reduced by more than sixty (60) minutes per day shall have the right to displace a less senior employee(s) in the same classification in order to maintain the current number of hours worked, provided the more senior employee is qualified for the position(s).

- 15.03 **VOLUNTARY WAIVER OF SENIORITY** In the event of a layoff, the Employer and the Union may mutually agree to allow individual employees to waive their seniority rights for the purpose of the layoff. With the written approval of the Employer and the Union, employees may, at their option and without prejudice to seniority and other rights under this Agreement, waive their seniority in the instance of the Employer instituting a layoff. Such waiver, if authorized by the employee, shall not be construed to be a waiver of any other right under the contract. An employee who has been laid off under the provisions of this paragraph will be subject to recall pursuant to the procedures set forth in this section and may not subsequently bump a less senior employee prior to his/her recall.
- 15.04 **RECALL PROCEDURE** When positions become available, employees who have been laid off shall be recalled in order of greatest seniority, provided the recalled employee is qualified to perform the duties of the position. If the position is one with fewer hours or a lower pay rate, the employee may 1) accept the position; 2) accept the position and request a transfer to the next available position with the same or more hours and pay rate; or, 3) continue on layoff. In no case shall a new employee be hired by the Employer while there are laid off employees who are qualified for a vacant or newly-created bargaining unit position.
- 15.05 **NOTICE OF RECALL** Notice of recall shall be sent by certified or registered mail to the laid off employee, and 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 Employer notified as to his/her current mailing address. A recalled employee shall be given five (5) calendar days from receipt of notice of recall to respond to the recall. The recalled employee shall have fifteen (15) calendar days from receipt of notice of recall to report to duty. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee responds within the aforementioned period.
- 15.06 **FORFEIT OF RECALL RIGHTS** An employee who declines recall to a position with fewer hours or a lower pay rate shall forfeit his/her rights to that specific position, but not to other positions and/or future recalls. An employee who declines recall to a position with equal or greater hours, in the same program and at least the same rate shall automatically lose all recall rights and rights to employment. For purposes of this section, the programs are: OAC, Jefferson, West Ottawa Regular Education (which includes all big buses) and West Ottawa Special Education.

- 15.07 **PRIORITY STATUS ON SUBSTITUTE LIST** A laid off employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Pay shall be at the substitute rate.

**ARTICLE 16
INITIAL SELECTION OF REGULAR RUNS**

- 16.01 **POSTING** All runs will be rebid each fall, at least two (2) weeks prior to the first student day. All runs will be posted in the transportation building at least one (1) week before the "selection day." All bargaining unit members shall be given prior notice of the "selection day." The postings will include pertinent information such as schools and times if available and etc.

- 16.02 **RUN SELECTION SCHEDULE** All drivers and bus aides will be scheduled to select runs in five (5) minute time slots. Drivers and bus aides will not be scheduled to select runs during normal driving times, including noon runs and field trips.

16.03 **RUN SELECTION PROCEDURE**

- A. Drivers and bus aides will bid concurrently in order of their seniority. In order to effectuate this, the two seniority lists for drivers and bus aides will be considered to be "merged" to determine the order of bidding.
- B. Drivers and bus aides will select runs in order of their seniority, with the most senior employee selecting first. Each employee will be allotted five (5) minutes for selection.
- C. If a driver or bus aide is scheduled for a run or field trip during his/her scheduled selection time, he/she may select early, or wait until the run or field trip is done. The bidding process will be postponed until the employee's run is done.
- D. Each driver or bus aide may select from any run by order of seniority.
- E. Runs will be set up in the room designated for staff training. Selection will be done in a separate room.
- F. There will be a digital timer used in the bidding selection, and this timer will be considered the "official timer" for the purpose of all bidding time lines.
- G. One (1) administrator or representative selected by the administration and one (1) union representative selected by the union shall be present as

observers during the entire bidding process in Conference Room C. One (1) administrator or representative selected by the administration and one (1) union representative selected by the union shall be present as observers during the entire bidding process in the run selection area.

16.04 **OTHER SELECTION FACTORS**

- A. **EMPLOYEE IS LATE** If a driver or bus aide is late for his/her individual five-minute selection time, his/her name will go to the bottom of the list. This section applies regardless of the method of selection.
- B. **SELECTION BY PHONE** A driver or bus aide may select by telephone, by calling the office during the designated time period and indicating the runs desired in order of preference, if the employee knows which runs he/she wants. If an employee selects by phone, the office staff will not be asked or expected to read through the list of available runs.
- C. **ADVANCED SELECTIONS** Drivers and bus aides are encouraged to be present during the run selection process. However, in the event that this is impossible, an employee may make run selection(s) in advance of the scheduled time, by indicating his/her preferred runs, in writing, in order of preference. When it is that employee's turn to select, he/she will be assigned to the highest-ranked preference(s) still available for selection. If none of the employee's preferred runs are available, a "proxy" designated by the employee may select for the absent employee. If a "proxy" has not been named, the employee's name will go to the bottom of the list.
- D. **SELECTION BY PROXY** Each employee is encouraged to designate one or more "proxies" to select runs on his/her behalf in case the runs selected in advance or by phone are not available, or in case the employee misses his/her scheduled selection time due to unexpected events. The employee may designate his/her proxy in writing prior to his/her selection time.

16.05 **NOON RUNS**

- A. Noon runs will first be assigned to drivers and aides by seniority provided there is no conflict with the drivers/aides regularly scheduled run.
- B. All drivers will be allowed to take day field trips and night field trips. Provided that the trips do not conflict with the drivers' regularly scheduled noon run.

- C. This section shall apply to all noon runs, including noon runs available during the initial selection of regular runs, and noon runs that become vacant after the school year has begun.
 - D. Any drivers in a 5 day program with a noon run will not be allowed to take day trips, but will be allowed to take night field trips, provided that the field trips do not conflict with the drivers' regularly scheduled hours. Drivers in the 4 day program will be allowed to take trips on the days that they are not regularly scheduled and they may also take night trips provided that night trips do not conflict with drivers' regularly scheduled run.
- 16.06 **TIMELINES** The run selection process shall be completed prior to the first student day and new runs will be effective at the beginning of the school year.
- 16.07 **TRIAL RUNS** All drivers shall be required to take a "trial run" before school begins, and will be paid at their regular pay rate for one (1) hour per run (i.e. 1 hour for high school/middle school run, 1 hour for elementary run, 1 hour for kindergarten run.) OAC drivers and special run drivers (i.e. W.O. specials, Jefferson, PPI, 4's Program, etc.) will be paid at their regular rate for the actual time of the trial run, up to a maximum of two (2) hours total, for the time spent on the "trial run".
- 16.08 **MINIMUM RUNS OR "MINIS"** A minimum run or "mini" shall be defined as any run consisting of one (1) hour and ten (10) minutes or less. The following provisions shall apply to minis:
- A. Minis are recorded on the time card as one (1) hour, but are paid at the special rate which is calculated as straight pay for one (1) hour and ten (10) minutes.
 - B. Examples of minis are:
 - 1. A kindergarten run of less than seventy (70) minutes
 - 2. An elementary run or a high school/middle school run of less than seventy (70) minutes
 - 3. A field trip where the total time is less than seventy (70) minutes
 - C. A run is only classified as a mini when it is not connected or combined with another run.
 - D. When a mini run is combined with another run with a down time of fifteen (15) minutes or less between them, the run shall no longer be considered a minimum run, and shall be paid at the regular rate of pay.

[Example: When the high school has exams and a driver finishes his/her regular high school run at 11:30 a.m., and must leave on his/her kindergarten run at 11:40 a.m., the driver loses the “mini” classification for the kindergarten run. The driver is paid the ten (10) minute down time from 11:30 a.m. to 11:40 a.m., and the actual time of the kindergarten run at straight pay for the actual time of the kindergarten run.]

- E. Drivers will not be paid for mini runs when shuttling students during the down time between regular runs.

[Example: If a driver has a high school/middle school run, followed by an elementary run, and the driver has thirty (30) minutes of down time between these two runs, if the driver is asked to shuttle middle school students to the bowling alley during this down time, this shuttle will not be considered a mini, because the driver is already being paid for the down time.]

16.09

ADD-ONS

- A. **DEFINITION** “Add-ons” are defined as additions to an existing run that are added on after the school year has begun involving the transportation of a group of students, such as orchestra or Skill Center pick-ups that begin later in the year. Add-ons do not include additional residential stops added to regular runs.
- B. **ADD-ONS INCLUDED IN INITIAL POSTING** In some cases, the District knows at the time that initial runs are posted and bid that add-ons will later be necessary. If the Director of Transportation determines that an add-on is likely, the add-on will be posted at the time that initial runs are posted, and will include information such as starting date and hours, so that drivers will have this information when they bid. It is understood that while such add-ons are probable, they are not guaranteed merely because they were posted.
- C. If add-ons were not posted at the time that initial runs were posted and bid, or must be added on to a different run than expected, they will be posted and assigned as provided below.
- D. **POSTING**. All add-ons shall be posted (in accordance with the contractual posting procedures) either at the beginning of the year as part of initial posting of runs, or later in the year. Each add-on shall be posted separately.
- E. **ELEMENTARY MORNING ADD-ONS** shall be posted and assigned to the most senior applicant assigned to the building from which the

student(s) is to be picked up. [Example: Math shuttles from one elementary building to another.]

- F. **ELEMENTARY AFTERNOON ADD-ONS** shall be posted and assigned to the most senior applicant assigned to the building from which the student(s) is to be picked up. [Examples: After school programs, Kid Connection at Lakeshore.]
- G. **SECONDARY MORNING ADD-ONS** shall be posted at the same time as initial runs are posted in the fall (if known), and shall be assigned to the most senior big bus driver. [Examples: Shuttles to and from the High School, Mac Bay and Harbor Lights; orchestra.]
- H. **SECONDARY AFTERNOON ADD-ONS** shall be posted at the same time as initial runs are posted in the fall, and shall be assigned to the most senior applicant provided that the applicant has an existing run to “add on” to. [Examples: Shuttles to and from High School, Mac Bay and Harbor Lights,]
- I. **RUNS BETWEEN THE ELEMENTARY AND SECONDARY RUNS** include runs that occur between the elementary and secondary runs, and for which drivers are not paid any additional pay. Runs in this category are not considered add-ons and are not posted separately. If these runs were not included when initial runs were posted in the fall, or must be added on to different runs than expected, they shall be assigned to a driver close to the buildings as determined by the District. [Examples: Rose Park, At Risk program, after school programs.]
- J. **OTTAWA AREA CENTER** add-ons will be posted at the same time as initial runs are posted in the fall, and will be assigned to the most senior applicant from the Ottawa Area Center.
- K. **Tech Center** runs will be assigned as follows:
1. Morning add-ons will be assigned to the driver(s) closest to the Tech Center. [Example: High School to Tech Center.]
 2. Late morning add-ons will be considered to be “noon runs “ or “mini’s.” [Example: Tech Center to High School.]
 3. Early afternoon add-ons will be considered to be “noon runs” or “mini’s.” [Example: High School to Tech Center.]
 4. Late afternoon add-ons will be assigned to the most senior applicant. [Example: Tech Center to High School.]

5. Each of the four types of tech center add on's above will be considered separate add-ons (1 and 4) or mini's (2 and 3), and each will be posted.

L. **Other Add-Ons** If any add-ons have been inadvertently omitted, the Director of Transportation shall discuss this with the WOTA president (or other authorized union leadership) to determine how the omitted add-ons will be handled.

M. **Others**

1. A driver must have an existing run to add on.
2. Add-ons will not create "minis."
3. To be assigned an add-on, a driver must be able to get to all assigned runs on time.
4. A driver will not be eligible for an add-on if this will cause overtime.
5. In the event that more than one driver could be assigned to an add-on in accordance with the above provisions, the most senior driver shall receive the add-on.

ARTICLE 17

SUMMER RUNS AND SUMMER FIELD TRIPS

17.01 **SUMMER RUNS** The provisions contained in this article shall apply to bus drivers and aides who have summer runs and to the summer service person. Summer runs shall be governed by the following:

A. **Center programs.**

1. **BIDDING AND ASSIGNMENT OF OAC SUMMER RUNS**
Employees shall be notified of the tentative summer work schedule by the end of the OAC school year. The work hours and schedule are subject to change. Summer runs shall be posted for at least one (1) week prior to the end of the OAC school year, and bidding for the summer runs shall be completed no later than the last day of the OAC school year, provided all necessary information has been provided to the District by the OAC in sufficient time to meet these deadlines. In the event that all necessary information has not been provided, the Director of Transportation will consult with union

representatives to determine whether or not to post and bid the available runs based on the information that has been provided.

2. Center drivers and aides will select first for center programs from the center list, by seniority. Once center drivers and aides have had the opportunity to select these summer runs, all other non-center drivers/aides will select for the remaining center programs, by seniority.
- B. **Migrant, Tech Center and At Risk Programs** Big bus drivers and aides will select first for migrant, tech center and At Risk programs by seniority. Once big bus drivers and aides have had the opportunity to select these summer runs, all other small bus drivers and aides will select for the remaining migrant, tech center and At Risk programs, by seniority.
- C. **Non-Student Transportation** All non-student programs will be selected strictly by seniority from all bus drivers and aides. These include but are not limited to library, right-to-read, and bookmobile.
- D. **Bookmobile Run** The bookmobile program will be posted as a summer run, but normally continues through September. After the school year has begun, bookmobile runs will be posted as regular field trips with all the provisions under the master agreement pertaining to field trips being applicable.

17.02 **“SHARED TIME’ SUMMER RUNS** Two (2) drivers or two (2) aides (partners) may elect to share one (1) run during the summer program. The following provisions shall apply to “shared time” runs:

- A. The two (2) partners sharing the summer run will split the run, either on a 50%-50% basis or on a 60%-40% basis.
- B. The two(2) partners will arrange the schedule so that one (1) of them is scheduled to work each day during the summer programs.
- C. If both of the shared time partners are center drivers or aides, then the more senior of the two (2) partners shall have first choice in scheduling work days and days off. If neither shared time partner is a center employee, then the more senior of the two partners shall have first choice in scheduling work days and days off. If one of the shared time employees is a center employee and the other is not, then the center employee shall have first choice in scheduling work days and days off, regardless of seniority. Shared time partners are encouraged to discuss their shared schedule prior to bidding.

- D. Any driver or aide that wants more than five (5) work days off during the summer must job share.
- E. If one (1) partner leaves the shared time assignment, that portion of the assignment vacated shall be posted and bid in accordance with the applicable provisions in this Agreement unless the remaining partner desires the entire assignment.
- F. Each driver or aide shall be responsible for securing his/her substitute when the driver must be absent, except in cases of sickness or emergency, when the transportation office staff will secure the substitute. If the position is a job share, summer sub work will first be offered to the job sharing partner. Otherwise, summer sub work will be offered to all "summer subs" in order of seniority. "Summer subs" are regular bargaining unit employees without summer runs who have signed the summer sub list.

17.03 **OAC SUMMER FIELD TRIPS** OAC field trips that occur during the summer program will be assigned to OAC drivers as follows:

- A. Summer field trips will be voluntary.
- B. All OAC drivers who wish to take field trips will be listed on a summer field trip list by seniority.
- C. As field trips come up, they will be offered to the drivers on the summer field trip list on a rotating basis.
- D. A driver on the summer field trip list who turns down a field trip when it is his/her turn to select will be placed at the bottom of the list.
- E. In order to take a field trip, an OAC driver must be driving on the day of the field trip.
- F. If all OAC drivers have refused a field trip, it will be offered to the other drivers on the basis of seniority.

17.04 **SUMMER VACANCIES** When summer vacancies occur after the summer program has begun, the following shall apply:

- A. All summer vacancies shall be posted for three (3) workdays as provided in Article 19.02 of this Agreement. In addition, all summer vacancies shall be placed on a "summer telephone hotline" dedicated to posting summer vacancies in the transportation department, for at least three

weekdays (excluding holidays). Employees will be given the hotline number by the end of the regular school year.

- B. Employees who are interested in a summer vacancy shall 1) sign the posting in the normal way; or 2) call the office and apply by telephone; or 3) have a designated signed proxy apply on his/her behalf. Options 2 and 3 must be confirmed by written statements within two (2) workdays (excluding holidays) of application.
- C. Should a summer vacancy occur, the office shall offer the vacancy to the most senior applicant.
- D. If the applicant who is awarded the summer vacancy has another summer run, that summer run shall likewise be posted and filled in accordance with these provisions.
- E. The 30-day and 40-day bars that apply to school year vacancies shall not apply to summer vacancies.
- F. If any vacancies occur during the last two (2) weeks of the summer program, they shall be considered temporary vacancies, and the district shall not be required to post them.

17.05 Summer employees who do not job share may take up to five (5) days of unpaid leave during the summer program. It is understood that these five (5) unpaid days apply to summer drivers and aides only, and are not considered to be part of any short term leave that is available to all employees during the school year pursuant to Article 21.

17.06 **SICK LEAVE**

Summer employees: One (1) times the daily budgeted hours per month worked. No accumulation.

**ARTICLE 18
FIELD TRIPS, EXTRA TRIPS**

18.01 **POSTING** Field trips will be posted by 8:00 a.m. Wednesday for the following week.

18.02 **SELECTION OF FIELD TRIPS** The regular field trip list will be posted during the first week of school and will cover field trips beginning the second week of school. Field trips will be selected and filled in the following order:

- A. The first group of ten (10) drivers on the field trips list shall select a trip between 8:00 a.m. and 12:30 p.m. on Wednesday;
 - B. The second group of ten (10) drivers on the field trip list shall select a trip from the remaining trips between 12:30 p.m. Wednesday and 8:00 a.m. Thursday.
 - C. The third group of ten (10) drivers on the field trip list shall select a trip from the remaining trips between 8:00 a.m. Thursday and 12:30 p.m. Thursday.
 - D. The fourth group of ten (10) drivers on the field trip list shall select a trip from the remaining trips between 12:30 p.m. Thursday and 8:00 a.m. Friday.
 - E. If there are still field trips remaining, the rotation described above will continue with ten (1) drivers on the field trip list at a time selecting, until all field trips are filled. If a field trip is not filled by 5:00 p.m. the day before the field trip, the trip will go to the "unscheduled" field trip list and will be treated like an unscheduled field trip.
 - F. If a driver on the field trip list does not select during his/her time frame, the District will bypass that driver and continue the rotation as described above.
 - G. West Ottawa drivers shall have the right of first refusal for West Ottawa field trips requiring a C.D.L. involving vehicles owned by the District.
 - H. The size of the groups in paragraphs A-D above may be changed from ten (10), and the rotation list may be posted more than one (1) time in a given week, depending on the number of field trips.
- 18.03 **ADVANCED SELECTIONS** A driver may make field trip selection(s) in advance of the above time frames, by indicating his/her field trip preferences in order of preference. When it is that driver's turn to select, he/she will be assigned to the highest-ranked preference still available for selection.
- 18.04 **SELECTION WHILE ON LEAVE** A driver on sick leave, bereavement leave, or unpaid leave may contact the transportation office and designate field trip preferences.
- 18.05 **DRIVER'S RESPONSIBILITY** It is the driver's responsibility to remember to sign up for field trips during his/her allotted time frame. The transportation office will not call drivers to remind them to sign up for field trips.

18.06 **FIELD TRIP BOARDS** The field trip board will be checked at 8:00 a.m. and at 12:30 p.m. Drivers may not add or remove other names from the field trip list. If there are problems with the field trip list, the Director of Transportation or designee should be informed.

18.07 **UNSCHEDULED FIELD TRIPS** Unscheduled field trips are defined as field trips that come into the office after 3:00 p.m. Tuesday, or field trips that the assigned driver is not able to take. There shall be three “unscheduled field trip lists,” one for big bus drivers day trips, one for big bus drivers night trips, and one for small (OAC) bus drivers.

- A. All field trips that occur during the first week of the school year will be assigned from the unscheduled field trip list. The regular field trip list will be posted during the first week of school and will cover field trips beginning the second week of school.
- B. When an unscheduled field trip comes in, the following provisions shall apply:
 - 1. First, the office will call the next driver in line on the respective unscheduled field trip list. The driver will have 5 minutes to decide if the driver wants the trip. If the driver says no or fails to respond within 5 minutes, then the office will continue to go down the unscheduled field trip list until the trip has been filled or all drivers on the list have been called..
 - 2. When the respective unscheduled field trip list has been exhausted, the office will next call any remaining drivers in that program, on the basis of seniority.
 - 3. When all drivers in the program have been called, the office will continue to go down the seniority list until the trip has been filled or all drivers have been called.
 - 4. If all drivers have been called, the office will then call substitute drivers.
 - 5. When attempting to fill unscheduled field trips, the office will try to reach the driver only once, and if unable to contact the driver directly, the office will call the next driver(s) in line until the trip is filled. Phone calls for unscheduled field trips will be made after 10:00 a.m.

6. Drivers who are already scheduled for a field trip can take an unscheduled field trip only if the unscheduled field trip does not conflict with the previously-scheduled field trip hours.
7. A small bus driver cannot accept a field trip from another program that conflicts with his/her regularly scheduled run.

18.08 **ADDING NAMES TO THE FIELD TRIP LISTS** When a driver adds his/her name to any of the field trip lists, the new name will not be added until the following week, to allow time for the addition to be made.

18.09 **LATE REFUSALS** In the event that a driver has been assigned to a field trip and, after the Friday afternoon deadline, the driver refuses to take the trip, the driver's name will be removed from the field trip list after the third such refusal. The only approved refusals are for illness or emergency situations that have been approved by the Director of Transportation; such approved refusals will not count towards removal from the lists. This paragraph applies only to scheduled field trips and does not include refusals required due to overtime.

18.10 **ASSIGNMENT BY PROGRAM** For the purpose of selecting field trips, each program will be independent of the others.

- A. OAC field trips will be assigned to OAC drivers;
- B. CBI field trips will be assigned to CBI drivers;
- C. Kindergarten field trips will be assigned by seniority to the kindergarten drivers in the schools involved.
- D. Regular field trips and athletic events will be assigned to regular drivers.

18.11 **NOON RUNS** Any drivers in a 5 day program with a noon run will not be allowed to take day trips, but will be allowed to take night field trips, provided that the field trips do not conflict with the drivers' regularly scheduled hours. Drivers in the 4 day program will be allowed to take trips on the days that they are not regularly scheduled and they may also take night trips provided that night trips do not conflict with drivers' regularly scheduled run.

18.12 **NOON RUN SUBSTITUTES** When substitute drivers are needed for noon runs, the following provisions shall apply:

- A. Noon run absences shall be filled from a master list of all drivers willing to guest drive noon runs regardless of program.

B. Small bus drivers may sub on noon runs for extended periods of time, provided that such subbing does not conflict with their regularly scheduled runs.

C. Every effort will be made to use noon subs in rotation.

18.13 **GUEST DRIVERS** In the event that a driver has been assigned a field trip and the field trip ends earlier than expected, the guest driver will do the regular run as scheduled, at the discretion of the Director of Transportation or designee. The regular driver will have unpaid free time until his/her next scheduled run, or the driver may be asked to drive another available run.

18.14 **DAY TRIPS AND NIGHT TRIPS DEFINED**

A. Day trips include:

1. Long trips that begin before 1:00 p.m. on a school day, and will go into the evening hours.
2. Trips that begin at 1:00 p.m. or after and end by 4:30 p.m.

B. Night trips include:

1. Saturday and Sunday trips.
2. Trips that begin at 1:00 p.m. or after and go beyond 4:30 p.m.

18.15 **DRIVER RESPONSIBILITIES** In addition to the following, drivers shall satisfy all responsibilities pertaining to drivers in the Transportation Department Handbook, provided that the Handbook is not in conflict with the Master Agreement, and further provided that this paragraph does not constitute a waiver of either party's rights to negotiate wages, hours, and working conditions as provided for under the Public Employment Relations Act, P.A. 336 of 1947 as amended, MCLA 423.201 *et seq.*

A. Driving time begins as soon as students board the bus to leave on a field trip. Driving time ends when the bus is empty and parked. Drivers will be paid at the driving time rate for pre-trip inspection.

B. The driver's primary responsibility is safe driving; therefore, trip sponsors will be expected to help enforce the bus rules.

Note: The District will include the following statement in the handbook, forms, and posted on the bus: "Driver is not authorized to accept responsibility for articles left on the bus."

18.16 **LEAVING THE BUS FOR MEALS** Except as noted in this section, during field trips, the driver must remain with the bus or at the event.

- A. For field trips in the District, a bus may return to the lot and the driver may use his/her own car to leave for meals for a maximum of one (1) hour, provided that the trip sponsor and the transportation office are informed, and the Director of Transportation approves. The driver will be paid while away from his/her bus to obtain a meal.
- B. For field trips in the Holland area, the driver must remain as close as possible to the trip site. The driver may walk or arrange to be picked up to leave for meals for a maximum of one (1) hour, provided that the trip sponsor and the transportation office are informed, and the Director of Transportation approves. The driver will be paid while away from his/her bus to obtain a meal.
- C. For field trips outside the Holland-West Ottawa area, the driver must remain with the bus or at the event, except the driver may leave for a maximum of one (1) hour to obtain a meal. The driver will advise the trip sponsor of the time he/she will be gone and where he/she can be reached, and obtain permission from the trip sponsor.
- D. The driver will report back to the bus at least fifteen (15) minutes before the time designated by the trip sponsor.

18.17 **MEAL REIMBURSEMENT** Drivers will be reimbursed for meals at the following rates:

| | |
|-----------|--------|
| Breakfast | \$4.00 |
| Lunch | \$6.00 |
| Dinner | \$9.00 |

- A. The number of meals reimbursed will be determined by the length of the field trip as follows:

| | |
|-----------------|---------|
| 5-7 hours | 1 meal |
| 7-9 hours | 2 meals |
| 9 or more hours | 3 meals |

- B. Meals will be reimbursed according to the following times and may only be reimbursed when consumed during the field trip. Receipts must be dated with time indicated by either machine date stamp or handwritten, if receipt does not include a time stamp.

| | |
|-----------|----------------------------|
| Breakfast | until 11:00 a.m. |
| Lunch | 11:01 a.m. until 2:00 p.m. |
| Dinner | 2:01 p.m. and later |

- C. Driver must submit a meal receipt that is dated with either a cash register generated time stamp or with the time written on the receipt within thirty (30) days of the trip. Reimbursement will normally be made within 14 days following submission of receipt.
- D. Drivers will not be paid for free meals.
- E. Meals may consist of any food item(s) regardless of where purchased from. Meals do not include items such as candy, gum, breath mints, etc. If you eat with other people such as family members or friends, you must obtain a separate receipt for your meal. You will not be reimbursed for more than one meal even if it is under the maximum amount allowed. Reimbursement is not intended for anything but the driver's meal. In other words, if a family member or friend joins you for a meal, you may not purchase more than one meal (i.e. more than one value meal or combination meal, 2 dozen doughnuts, 2 large pizzas, etc.) and expect reimbursement from the district.
- F. In the event that a driver purchases two (2) meals at one time to avoid making two trips, the receipt for both meals may be submitted and reimbursed in accordance with the rates and other provisions of this article.

18.18 REQUESTS FROM TRIP SPONSORS

- A. If the trip sponsor requests to stop for lunch, at McDonald's, etc., the driver should make every effort to oblige. The driver may decline to stop if this would make him late for his next scheduled run.
- B. If the trip sponsor requests that the driver use a specific route to reach the destination, the driver should honor this request provided that the sponsor is certain of the directions and the requested route does not present any hazards to the bus. The final determination, however, shall be the driver's.
- C. Trip sponsors may not request a specific driver.

18.19 OVERTIME It is the driver's responsibility not to exceed forty (40) hours per week, if possible, unless approved by the Director of Transportation or designee. In the event that a driver must refuse a field trip because of the excess hours, this refusal will not be considered a late refusal.

In the event that a driver bids on and is assigned a posted field trip, and the sponsor later increases the hours of the field trip to more than the hours that were originally posted, the driver will be allowed to take the field trip, provided that this does not result in more than one (1) hour of overtime. If this would result in more than one (1) hour of overtime, the driver will be required to give up the field trip and will be placed at the top of the field trip list for the following week.

18.20 **PAY FOR FIELD TRIPS TAKEN IN LIEU OF REGULAR RUNS** A driver who takes a field trip in lieu of his/her regular run will be paid the amount he/she would have received for the regular run if the total of special trip driving time plus waiting time is less than the amount of the regular run.

18.21 **CANCELLATION/TIME CHANGES OF FIELD TRIPS** When field trips are canceled:

- A. If a driver takes a field trip in place of his/her regular run, and the field trip is canceled, the driver will be paid for the time of his/her regular run, and the driver's name will go back to the top of the field trip list. However, if the field trip is cancelled more than two (2) hours prior to his/her regular run, he/she shall drive the regular run.
- B. If a driver has a field trip scheduled for after his/her regular run, and the driver has left the lot when the trip is canceled, the driver will receive minimum pay, and the driver's name will go back to the top of the field trip list.
- C. If a driver has already left school on a field trip, and it is canceled, the driver will receive minimum pay or actual driving time, whichever is greater. The driver will be considered to have taken the field trip, and his/her name will not go back to the top of the field trip list.
- D. If a trip has been canceled but the driver has not left school, the driver will receive minimum pay and the driver's name will go back to the top of the field trip list.
- E. If two (2) or more drivers are assigned to a field trip, going to the same place, and one or more of the buses are either eliminated, the time shortened, or the time is lengthened, the driver who picked by rotation first, has the first choice, of either giving the trip up, taking the longer trip as long as it doesn't put them into overtime, or taking the shorter trip. If they choose to give the trip up, their name goes back to the top of the list.
- F. The term "minimum pay" or "mini" as used in this section of the Agreement shall be defined to be pay for one (1) hour and ten (10) minutes.

- G. If a field trip is posted and bid, then later cancelled, then reinstated, the field trip will be placed on the unscheduled list.
- H. If a field trip is posted and bid on and then the date is changed to the next day or later within the same week (not canceled) the driver has the option of still taking it or going back to the top of the trip list.

If a driver selects a scheduled field trip, and the District changes the trip (after the driver has selected) to a drop-off only, then the driver will still be paid for the trip as it was originally posted.

18.22 **OVERNIGHT TRIPS**

- A. For overnight trips, drivers/aides shall be paid their normal rate for actual driving time. Down time will be paid for the remainder of the day or evening until the driver is dismissed by the sponsor.
- B. Employees on overnight trips shall be reimbursed for lodging expenses as arranged by the Director of Transportation.
- C. A driver shall not be required to supervise students during non-duty time except in emergency situations.

18.23 **DRIVING TIME AND WAITING TIME**

- A. Field trips that have more than thirty (30) minutes waiting time will be paid at the "waiting time" rate for all waiting time.
- B. Field trips that have thirty (30) minutes or less waiting time will be paid at the driving time rate for the entire field trip.
- C. During any time that OAC drivers and/or aides are helping with the students on an OAC field trip, the drivers and/or aides will be paid at their regular rates of pay, not at the waiting time rate.

18.24 **TULIP TIME**

- A. Tulip Time runs for all Tulip Time activities (including the children's parade and band buses) shall be posted on Tulip Time sign up sheets. The following procedures shall be followed in the order below:
- B. Big bus drivers may sign up for Tulip Time runs. The District will first assign Tulip Time runs to big bus drivers listed on the sign-up sheets according to seniority.

- C. In the event that additional drivers are needed after Paragraph B is completed, the District will offer Tulip Time runs to all remaining big and small bus drivers according to their seniority.
- D. In the event that additional drivers are still needed after Paragraph C is completed, the District will offer Tulip Time runs to substitute drivers.
- E. In the event that additional drivers are still needed after Paragraph D is completed, the District may assign Tulip Time runs on an involuntary basis to big bus drivers, with the least senior remaining big bus driver given the first involuntary assignment, and the remaining big bus drivers assigned in reverse order of seniority.
- F. In the event that additional drivers are still needed after Paragraph E is completed, the District may assign Tulip Time runs on an involuntary basis to small bus drivers, with the least senior small bus driver given the first involuntary assignment, and the remaining small bus drivers assigned in reverse order of seniority.
- G. Instead of involuntary assignments, the District has the option to fill unassigned Tulip Time runs through temporary transfers or employment of outside temporary workers at its discretion.
- H. A driver cannot accept a Tulip Time run that conflicts with his/her regularly scheduled run.

18.25 **OTHER PROVISIONS** Other provisions for field trips:

- A. If requested by the driver, the District shall provide cell phones to drivers on field trips; however, the obligation to do so shall be limited to the number of cell phones available. If requests for cell phones exceed the number of cell phones available, the District shall take into consideration the distance of the field trip, late returns, and other relevant factors when allocating phones.
- B. Drivers will not be allowed to trade field trips.
- C. Extended field trips in the Holland area may be designated by the trip sponsor or Director of Transportation as two (2) "minis" instead of treating them as one straight time trip for the extended period.
- D. Drivers will not be allowed to take field trips if they have not driven part of the day. In other words, you can not use a personal day for your a.m. run, take an unpaid leave for you noon run and do a field trip. However, if

you drove your p.m. run, then had a field trip, you would be able to take this field trip.

18.26 **FIELD TRIPS OUTSIDE OF HOLLAND OR ZEELAND** The following provisions shall apply to field trips that are outside of Holland or Zeeland:

A. If the field trip conflicts with the driver's regular run, a sub or another driver will fill the regular run, and the driver will be assigned the field trip.

18.27 **FIELD TRIPS IN HOLLAND OR ZEELAND** The following provisions shall apply to field trips that are in Holland or Zeeland

A. The driver will first drive his/her regular run.

B. If the field trip starts before the driver's regular run is completed, the field trip will be started by another driver, a mechanic, mechanic assistant, service person, office staff, a sub driver, or other non-bargaining unit members.

C. The driver will drive the portion of the field trip remaining after his/her regular run is complete.

ARTICLE 19 VACANCIES, TRANSFERS AND PROMOTIONS AFTER THE SCHOOL YEAR HAS BEGUN

19.01 **DEFINITIONS**

A. A permanent vacancy is any permanent job opening within the bargaining unit which the Employer intends to fill, including but not limited to regular full-time or part-time jobs; newly created positions; any permanent opening in an existing job created by death, resignation, discharge, retirement, or permanent transfer; a position vacated by an employee on a leave (paid or unpaid) without the right to return to his/her position; or any other vacancy as determined by the Employer.

B. A temporary vacancy is defined as an opening within the bargaining unit created by an employee on a leave (paid or unpaid) with the right to return to his/her former position.

C. Return rights for an employee on leave of absence are governed by the leave provisions in this Agreement.

- D. All bus runs will be reposted and rebid each fall in accordance with the Article on initial selection of regular runs. The initial selection of regular runs shall not be considered vacancies.

19.02 **POSTING PROCEDURE** All vacancies which occur during the school year or summer months shall be posted in a conspicuous place in the transportation building for a period of three (3) work days, except for mechanic and mechanic assistant vacancies, which shall be posted for a period of five (5) work days. A copy of all postings shall also be sent to the Union President at the same time the positions are posted. Said postings shall contain the following information:

- A. Name of position
- B. Location (or route, where applicable)
- C. Proposed starting date
- D. Grade level
- E. Number of hours (estimated)
- F. Minimum qualifications
- G. Procedures for applying

19.03 **SUMMER POSTINGS** In addition to the posting requirements above, when vacancies occur during the summer months, a copy of the posting will also be sent to the WOTA President. All written notices of the posting shall contain the procedures for application and the qualifications required for the position.

- A. No driver will be allowed to take more than one run.

19.04 **APPLICATION PROCEDURE** Interested employees may apply in writing to the Director of Transportation, or designee, during the posting period.

19.05 **FILLING VACANCIES DURING POSTING PERIOD** While a job is being posted and pending determination of the successful applicant, the Employer reserves the right to make such transfers or hire such employees as may be necessary to fill the job on a temporary basis.

19.06 **FILLING PERMANENT VACANCIES** Permanent vacancies shall be filled by the most senior qualified applicant who, in the opinion of the Director of Transportation, is qualified and capable of adequately performing the assignment. An employee shall be deemed to be "qualified and capable of adequately performing the assignment" for an assignment in the same classification as the

employee's current assignment. [Example: A driver will be deemed to be qualified and capable of adequately performing the assignment for all driving positions.] In addition, the provisions of Article 16.05 shall apply when filling any permanent vacancies in noon runs.

19.07 FILLING TEMPORARY VACANCIES

- A. The Employer has the option, but is not required, to post a temporary vacancy that is expected to be less than thirty (30) calendar days in length. A temporary vacancy that is expected to be thirty (30) calendar days or longer shall be posted. The posting shall indicate that the vacancy is temporary, and the expected duration of the vacancy.
- B. A temporary vacancy that is posted shall be filled by the most senior applicant who, in the opinion of the Director of Transportation, is qualified and capable of adequately performing the assignment. An employee shall be deemed to be "qualified and capable of adequately performing the assignment" for an assignment in the same classification as the employee's current assignment. [Example: A driver will be deemed to be qualified and capable of adequately performing the assignment for all driving positions.] A temporary vacancy that is not required to be posted shall be filled at the Employer's discretion.
- C. If no bargaining unit member bids on a posted temporary vacancy, the temporary vacancy shall be offered to a person on layoff within that classification who is qualified to perform the duties of the temporary position in accordance with the recall provisions in this Agreement. Pay shall be at the lowest step on the salary schedule for that classification.
- D. If no bargaining unit member bids on a posted temporary vacancy, and there are no laid off employees who accept the temporary assignment, the vacancy may then be filled through temporary transfers or employment of substitutes or outside temporary workers at the Employer's discretion.
- E. If a bargaining unit member bids on and is assigned to a temporary vacancy, the regular permanent position of that driver may be filled through temporary transfer or employment of substitutes or outside temporary workers at the Employer's discretion, until the conclusion of the temporary assignment, when the driver shall return to his/her regular permanent assignment.

19.08 NOTICE TO EMPLOYEE APPLICANTS Within five (5) work days after the Employer has made its decision regarding which applicant has been selected to fill a posted position, the Union president and each employee applicant shall be so notified in writing.

19.09 **LIMITATION ON BIDDING RIGHTS** After bidding on and receiving an initial run at the beginning of the school year, a driver must stay on that run and cannot bid on another run for forty (40) working days. After bidding on a run that is posted after this forty (40) working day period, a driver must stay on that run and cannot bid on another run for thirty (30) calendar days.

19.10 **VACANCIES DURING THE FIRST 40 WORK DAYS**

- A. Initial selection of regular runs shall be done in accordance with Article 16.
- B. If any vacancies occur during the first forty (40) workdays following initial selection of regular runs, these vacancies shall be filled as follows:
 - 1. The vacancies shall be posted as “temporary vacancies” during this forty days following initial selection of regular runs.
 - 2. In accordance with Article 19.09, drivers with initial runs shall not be eligible to bid on these “temporary vacancies” during this forty-day period.
 - 3. The District shall fill the vacancies through temporary transfers or employment of substitutes or outside temporary workers (at the District’s discretion) during this forty-day period.
 - 4. Prior to the end of the forty-day period, all such vacancies shall be re-posted as regular “permanent vacancies” in accordance with Article 19.02. The person filling the “temporary vacancy” shall continue in the position during this re-posting period.
 - 5. All interested employees may apply for these permanent vacancies in accordance with Article 19.04. The District agrees to waive any timelines contained in Article 19.09 that would bar employees from bidding on these vacancies.
 - 6. These permanent vacancies shall be filled in accordance with Article 19.06.
 - 7. In the event that this process results in additional vacancies, these additional vacancies shall be considered to be permanent vacancies, and shall be filled in accordance with Article 19.

8. Drivers who are awarded positions under provision E above, will not be allowed to bid on another run for thirty (30) calendar days in accordance with Article 19.09.

ARTICLE 20 PAID LEAVES

20.01 SICK LEAVE

- A. "Daily budgeted hours" shall be defined to mean the number of regularly-scheduled hours the employee is assigned per day, including morning runs, afternoon runs, noon runs, paid down time, clean-up and pre-trip time. It is the intent of the district and the Union that an Employee will not receive more or less than his/her regular pay in any week in which the employee uses sick leave, personal leave, business leave, holidays, vacations, etc.
- B. If an employee's regularly scheduled hours vary each day, "daily budgeted hours" shall be as follows:
 1. For 5-day drivers and aides who work different hours each day: The employees' "daily budgeted hours" shall be the average daily hours per week, and sick leave will be credited on the first payroll of each month based on the average daily hours per week.
 2. For drivers and aides who work less than five days per week: The employees' "daily budgeted hours" shall be the average daily hours for the number of days worked. For example, a driver who works 2 hours on Monday and Wednesday, and 4 hours on Tuesday and Thursday shall have daily budgeted hours of 3. $[2 + 2 + 4 + 4 = 12 \text{ hours} \div 4 \text{ days} = 3 \text{ hours per day}]$ Sick leave will be credited on the first payroll of each month based on this average.
 3. Drivers and aides who work four days per week will receive 8 times their daily budgeted hours, accumulative to 100 times daily budgeted hours. Drivers and aides who work three days per week will receive 6 times their daily budgeted hours, accumulative to 100 times daily budgeted hours. Drivers and aides who work two days per week will receive 4 times their daily budgeted hours, accumulative to 100 times daily budgeted hours. Drivers and aides who work one day per week will receive 2 times their daily budgeted hours, accumulative to 100 times daily budgeted hours.

4. All drivers and aides shall be debited for the actual sick leave hours used on any day. For example, a driver in paragraph B-2 above who is absent on Thursday shall have 4 hours deducted from sick leave. If that driver is absent on Monday, 2 hours will be deducted from sick leave.
- C. Sick leave is prorated as it is earned and is credited on the first payroll of each month. Sick leave is credited based on the employee's daily budgeted hours at the time of posting. Changes in the employee's daily budgeted hours must be made via a change in status form. Sick leave may be taken in one half (½) hour increments with the approval of the supervisor.
- D. Sick leave pay is available according to the following:
 1. Mechanics, Mechanic Assistants, and Service Persons:
 - a. 8 hours per month worked, accumulative to 800 hours.
 - b. First year of employment: 120 hours, distributed as follows: 24 hours available on date of hire; then 8 hours per month thereafter.
 2. Drivers and Aides
 - a. 10 times the daily budgeted hours, accumulative to 100 times daily budgeted hours.
 3. Substitute or temporary employees: No sick leave is granted.
- E. An employee's sick leave hours shall be adjusted after runs are assigned and actual hours determined for each year. Actual hours are normally determined in October. The adjustment will be made retroactive to the beginning of the school year.
- F. A physician's statement may be required by the District after five (5) consecutive days of illness, or if abuse of leave is suspected.

20.02 **SICK LEAVE ACCUMULATION**

- A. An employee's earned sick leave shall be changed when the employee's daily budgeted hours change.
- B. Changes in hours must be made on a "Change of Status" form.

- C. In the event that an employee changes to a position with more hours, the employee shall retain all sick leave hours previously accrued in the position with less hours.
- D. In the event that an employee changes to a position with fewer hours, the accumulated sick leave to which the employee is entitled shall be based upon the daily budgeted hours in the new position and in accordance with Section 20.01 - D above. [Example: Employee has 8 daily budgeted hours, and has reached the maximum accumulation of $100 \times 8 = 800$ hours of accumulated sick leave. The employee changes to a position with 7 daily budgeted hours. The employee's maximum accumulation is recalculated at $100 \times 7 = 700$ hours of accumulated sick leave.] In the event that an employee changes to a position with fewer hours, previously accrued sick leave hours in excess of the accumulative sick leave permitted by Subsection 20.01- D shall be retained for the employee in a separate, individual excess sick leave account and may be used in accordance with the following paragraph.
- E. Hours retained in a separate individual excess sick leave account will again become available to the employee if the employee later changes to a position with greater hours, the employee's maximum accumulation will be recalculated as described above, and the employee may reclaim some or all of the hours in the excess sick leave account, up to the maximum accumulation described in paragraph 20.01 D above.

20.03 **FAMILY ILLNESS**. Employees shall be allowed to use up to three (3) times their daily budgeted hours per year for sick leave or absence occasioned by the critical illness, injury or disability of a member of the employee's immediate family, or the immediate family of the employee's spouse, or a relative living in the same household as the employee. [Example: An employee budgeted to work 8 hour days would be allowed to use up to 24 hours in the above-mentioned cases.] Immediate family as used herein shall include only spouse, parents, parents-in-law, step-parents, grandparents, grandparents-in-law, step-grandparents, grandchildren, step-grandchildren, children, step-children, brother, brother-in-law, sister, sister-in-law, step-brother and brother-in-law, step-sister and sister-in-law.

20.04 **PERSONAL LEAVE** Employees shall be allowed to use up to two (2) times their daily budgeted hours per year, non-accumulative, for personal leave. [Example: An employee budgeted to work four hours per day shall be allowed to use up to eight hours of personal leave.] An employee planning to use a personal leave day shall request permission at least 5 working days prior to the anticipated leave day(s) unless unanticipated circumstances make the five (5) day advance notification impossible. A personal leave day will not normally be granted for: the day preceding, or the day following holidays or vacation; the first week of the

school year; from June 1 to the end of the year; or during Tulip Time (as designated by Tulip Time Board) unless approved by the Superintendent or designee. Personal leave is not deducted from sick leave accumulation. Personal leave days may be taken in one half (½) hour increments with the approval of the supervisor.

For 5-day drivers and aides who work different hours each day, or who work less than five days per week, personal leave shall not exceed actual hours (up to two times the daily budgeted hours). For example, a driver who works 2 hours on Monday and Wednesday and 4 hours on Tuesday and Thursday who takes a personal leave day on Thursday shall have 4 hours of personal leave deducted. If that driver takes a personal leave day on Monday, 2 hours will be deducted from personal leave. The total personal leave hours for that driver shall not exceed six [3 daily budgeted hours per day x 2 days = 6] hours of personal leave per year.

Any unused Personal Leave each year will be added to the employee's accumulated sick leave.

- 20.05 **BEREAVEMENT LEAVE** In the event of an employee's absence because of a funeral at which the employee is in attendance, a leave of absence shall be granted for a period of time which is of duration appropriate to the circumstances presented, up to a maximum of three (3) workdays, and the employee shall be paid for such period of leave. This three (3) workday limit may, upon request for cause acceptable to the District, be extended for two (2) additional workdays, for a total maximum of five (5) workdays. The above reference to days is deducted as hours and calculated as budgeted hours per day times number of days absent.

The District, at its discretion, may require verification of the death, relationship, and actual attendance at the funeral. All such leave shall be deducted from the number of "sick leave days" accumulated by the employee except in the cases when the death involves a member of the employee's immediate family, or the immediate family of the employee's spouse, or the death of a relative living in the same household as the employee. Immediate family as used herein shall include only spouse, parents, step-parents, parents-in-law, grandparents, grandparents-in-law, step-grandparents, grandchildren, step-grandchildren, children, step-children, brother, brother-in-law, step-brother, sister, sister-in-law, and step-sister. Bereavement leave may be taken in one half (½) hour increments with the approval of the supervisor. A bereavement leave of one (1) day, deducted from sick leave, will also be allowed to attend the funeral of other relatives or friends with the approval of the Assistant Superintendent for Human Resources.

- 20.06 **JURY DUTY** An employee shall notify payroll if he/she has been called for jury duty. While serving on jury duty, the employee should turn in or have someone else turn in the time sheet or card noting the days the employee was on jury duty. The employee will then be paid his/her regular budgeted pay through payroll as usual. When the employee receives compensation for time spent on jury duty, the

employee will be expected to reimburse the District for the total amount of the daily jury duty fee paid by the courts, not including travel allowances or reimbursement for expenses.

- 20.07 **WORKERS' COMPENSATION** When it is necessary to be absent from duty due to illness or injury compensable under the Michigan Workers' Compensation Act, the employee shall receive the difference between his/her regular pay and that amount received through Workers' Compensation until his/her accumulated sick leave is exhausted. Such difference in pay shall be figured on a percentage basis, and this same percentage shall be deducted from the employee's sick leave accumulation until the employee's sick leave is exhausted or upon the employee's return to duty, whichever is sooner. (For example: If Workers' Comp pays 60% of the regular pay, sick leave will pay only 40%, and the sick leave accumulation shall be charged .4 of a day for each day used). It is the intent of the District and Union that an employee shall continue to receive 100% of his/her regular pay, but not more than 100% of his/her regular pay, while prorated sick leave is being used.
- 20.08 **EMERGENCY LEAVE** With the approval of the superintendent, emergency leave may be granted for sudden, unexpected situations that occur which demand immediate action. It is expected that after two (2) days, the situation would cease to be an emergency, and more permanent arrangements could be made. Emergency leave shall be deducted from sick leave allowance. Emergency leave should be noted on the time sheet or card, and will be reflected on the paycheck covering the period of time in which the emergency occurred. Emergency leave may be taken in half hour increments with the approval of the supervisor.
- 20.09 **LEAVE PROCEDURES** Leave requests shall be submitted to the appropriate supervisor on a "Request for Excused Absences for Hourly Employees" form.
- 20.10 **ASSIGNMENT AFTER RETURN FROM PAID LEAVE** An employee on a paid leave (including all of the leaves in this article) shall have the right to return to his/her same position for the remainder of the school year in which the paid leave begins. If the paid leave continues into the next school year, the employee shall have the right to return to his/her same position only if that position is vacant. If the position is not vacant, the employee will be assigned to a vacant bargaining unit position for which he/she is qualified (which includes all bargaining unit positions held by non-bargaining unit employees.) If there are no vacant positions, the employee will be assigned to the position held by the least senior employee within his/her classification for which the returning employee is qualified.

**ARTICLE 21
UNPAID LEAVES**

- 21.01 **MILITARY LEAVE** Military leave shall be granted in accordance with applicable state and federal law.
- 21.02 **DISABILITY LEAVE** An employee who is disabled and unable to work and who has exhausted his/her sick leave shall be placed on an unpaid disability leave upon application for up to one (1) year, renewable at the discretion of the Employer. An employee on sick leave may return when medically able. Certification of fitness to return from the Employee's and/or Employer's doctor may be required.
- 21.03 **CHILD CARE LEAVE** Upon written application, an employee shall be granted an unpaid leave of absence for the purpose of child care of a newborn or newly adopted child for a period of up to one (1) year, renewable at the discretion of the Employer. Where applicable, requests for child care leave shall include a statement from the attending physician indicating the anticipated date of the birth of the child. The employee may terminate the leave in the event of death of said child, provided that he/she is physically able to perform the work responsibilities.
- 21.04 **FAMILY ILLNESS LEAVE** Upon written application, an employee shall be granted an unpaid leave of absence due to the serious illness of a member of the immediate family for a period of up to one (1) year, renewable at the discretion of the Employer. Immediate family as used herein shall include only spouse, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, children, brother, brother-in-law, sister, and sister-in-law. The employee shall terminate the leave in the event of death of said family member.
- 21.05 **SHORT-TERM LEAVE** Upon written application, an employee may be granted an unpaid short-term leave of absence, not to exceed five (5) work days (not to exceed two (2) days for employees employed less than one (1) year). This decision shall be made by the Assistant Superintendent for Human Resources, and shall not be grievable.
- 21.06 **GENERAL LEAVE OF ABSENCE** A general leave of absence without pay of up to one (1) year may be granted for reasons that do not fit the categories contained in the paragraphs above, at the discretion of the Assistant Superintendent for Human Resources. A one (1) year extension may be granted in extreme circumstances. Such decisions shall not be grievable.
- 21.07 **LEAVE PROCEDURES** Unpaid leaves are subject to the following:
- A. Leave requests shall be submitted to the Director of Transportation on a "Request for Excused Absences for Hourly Employees" form.

- B. Requests for unpaid leaves must be made in writing to the Assistant Superintendent for Human Resources at least ten (10) working days prior to the anticipated date of the leave unless unanticipated circumstances make 10-day advanced notice impossible. Requests shall include the reason for the leave and the beginning and ending dates of the leave. The Director of Transportation or Assistant Superintendent for Human Resources shall respond to the leave request within ten (10) working days of receipt.
- C. All leaves in this article must be approved in advance by the Assistant Superintendent for Human Resources.
- D. At least thirty (30) working days prior to the date a leave is scheduled to expire, an employee shall notify the Director of Transportation of his/her intent to return to work. Failure to do so shall constitute a "voluntary quit," and shall terminate all employment rights, provided that prior to the termination of any rights, the Director of Transportation has contacted the employee to determine the employee's intent to return.
- E. Except for short term leave (Section 21.05), leave shall only be granted to employees with one (1) or more years of seniority.
- F. Employees who are granted and use unpaid leave on the day(s) preceding or following a paid holiday will not receive holiday pay for that holiday.

21.08 **ASSIGNMENT AFTER RETURN FROM UNPAID LEAVE** Upon expiration of the leave, an employee on an unpaid leave (including all of the leaves in this article) shall have the right to return to his/her same position during the remainder of the school year in which the unpaid leave begins. If the unpaid leave continues into the next school year, the employee shall have the right to return to his/her same position only if that position is vacant. If the position is not vacant, the employee will be assigned to a vacant bargaining unit position for which he/she is qualified (which includes all bargaining unit positions held by non-bargaining unit employees.)

If there are no vacant positions, the employee will be assigned to the position held by the least senior employee within his/her classification for which the returning employee is qualified. The employee cannot bid on another position until at least thirty (30) calendar days after the first day of work in the new position. The displaced least senior employee will be placed on layoff status. The three-week layoff notice set forth in Subsection 15.01D shall not apply; however, the administration will notify the least senior employee as soon as practical after it becomes aware of the return from leave and resulting bumping.

**ARTICLE 22
VACATIONS**

22.01 Transportation employees will receive vacation days off or vacation pay according to the following table:

| <u>Year of employment</u> | <u>Mechanics, Mechanic Assistants, and Service Persons</u> | <u>Bus Drivers and Bus aides</u> |
|-----------------------------------|------------------------------------------------------------------------|--------------------------------------|
| 1 st | 5 | 5 |
| 2 nd – 5 th | 10 | 5 |
| 6 th | 11 | 7 |
| 7 th | 12 | 7 |
| 8 th | 13 | 7 |
| 9 th | 14 | 7 |
| 10 th | 15 | 7 |
| 11 th | 16 | 7 |
| 12 th | 17 | 7 |
| 13 th | 18 | 7 |
| 14 th | 19 | 7 |
| 15 th | 20 | 7 |
| 16 th | 21 | 7 |
| 17 th | 22 | 7 |
| 18 th | 22 | 7 |
| 19 th | 22 | 7 |
| 20 th + | 22 | 7 |

22.02 Bus drivers and bus aides will normally receive vacation pay, rather than paid vacation days off, at their regular rates of pay. The first five vacation days will be paid during spring break, and the next two (2) vacation days will be paid during Christmas break.

22.03 Transportation employees other than bus drivers and bus aides will normally receive paid vacation days off, rather than vacation pay.

22.04 Vacation anniversary dates will be computed as of July 1 of each year.

A. During the first year of employment, employees who have been employed for less than a full year will be given a prorated amount of vacation, from the date of hire through June 30th of that year.

- B. Employees retiring at the end of the school year shall receive pay for that year's accumulated vacation days upon retirement.
 - C. An employee who does not complete the school year shall be given a prorated amount of vacation, for the portion of the year worked since the prior July 1st.
 - D. Upon termination of employment, an employee may not have used (or been paid for) more vacation than he/she has earned. If an employee has used (or been paid for) more vacation than the amount earned, the cost of any overpaid vacation shall be deducted from the final paycheck.
- 22.05 Requests for vacation days off must be submitted in writing at least fifteen (15) days prior to the desired vacation date. The fifteen-day requirement may be waived at the discretion of the Director of Transportation.
- 22.06 Vacation requests must be approved by the Director of Transportation of transportation.
- 22.07 Where more than one (1) employee requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting employees from being absent at the requested times, vacation shall be approved in order of the day the request was received. If more than one employee submits a vacation request on the same day, vacation shall be approved according to seniority.
- 22.08 An employee must use vacation earned in the June 1 – June 30th fiscal year by December 31 of the following fiscal year. Upon written request by the employee and approval by the supervisor, an employee may carry over vacation hours until the Monday after spring break of the following fiscal year.
- 22.09 Daily budgeted hours for employees who work different hours each day, or who work less than five (5) hours per week shall be calculated in accordance with the sick leave provisions contained herein.

ARTICLE 23 HOLIDAYS

- 23.01 All employees shall receive the following days off with pay at the rate of their regularly scheduled hours for the following holidays:
- July 4 (if regularly scheduled to work the work days prior to and after July 4)
 - Labor Day
 - Thanksgiving Day

Day after Thanksgiving
Christmas Day
Day before or after Christmas (set annually)
New Year's Day
Day before or after New Year's Day (set annually)
Memorial Day

- 23.02 Employees who work during the summer shall receive a paid holiday on July 4th. Those working into September shall receive a paid holiday on Labor Day.
- 23.03 Guest or temporary employees must work ten (10) consecutive days before and one (1) day after a holiday to receive holiday pay.
- 23.04 To receive holiday pay, employees must work the last scheduled work day before and the first scheduled work day after the holiday. These work requirements do not apply when a holiday falls during an approved vacation or paid leave period.
- 23.05 If a holiday is on a Saturday or Sunday, the holiday shall be celebrated on either Friday or Monday, respectively.
- 23.06 The holiday provisions contained herein shall be applied as follows:
- A. It is the parties' intent that during a week in which a holiday or holidays fall, employees shall be paid no more and no less than they are paid in a week in which there is no holiday.
 - B. For a 4-day employee working Monday through Thursday, if a holiday falls on Monday through Thursday, the employee will be paid holiday pay for that holiday. If the holiday falls on a Friday, the employee will not be paid holiday pay for that holiday.

ARTICLE 24 AGENCY SHOP

- 24.01 Each employee covered by the negotiated Agreement between the Employer and the Union shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of duties, join the Union or pay a service fee to the Union which is determined in a legally permissible manner and which is equivalent to the amount of dues uniformly required of the members of the WOTA/MEA/NEA, less any amounts not permitted by law; provided, however, that the employee may authorize payroll deduction for such fee. In the event an employee shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Employer shall, at the request of the Union, deduct the service fee from the employee's salary and remit same to the Union under the procedure provided below.

- 24.02 The procedure in all cases of non-payment of the service fee shall be as follows:
- A. The Union shall notify the employee of non-compliance by personal service and/or certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Employer in the event compliance is not effected.
 - B. If the employee fails to remit the service fee or authorize deduction for same, the Union may request the Employer to make such deduction pursuant to the opening paragraph above.
 - C. The Employer, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for same.
 - D. The Employer and Union may mutually agree, in writing, to withhold and/or to suspend involuntary wage deduction, and/or to place any involuntary wage deductions in an escrow account pending any legal challenges.
- 24.03 Pursuant to *Chicago Teachers' Union v Hudson*, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Union employees. The remedies set forth in that policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.
- 24.04 Due to certain requirements established in recent court decisions, the Union represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the fee for that given school year.
- 24.05 This article shall be effective for each school year of this Agreement, and all sums payable hereunder shall be determined from the beginning of each school year.

Persons becoming members of the collective bargaining unit during the course of any school year shall have their service fee prorated over the school year.

- 24.06 Authorization for dues deductions shall continue in effect unless revoked in writing. Pursuant to such authorization, the Employer shall deduct one-twentieth (1/20) of such dues from each regular salary check of the employee for twenty (20) consecutive pays, beginning in September. In the event an employee misses one or more pay periods during which payroll deductions for dues or service fees would have been made, the missed deduction(s) shall be then added at the end of the twenty pay periods, to the twenty-first pay and beyond, as needed to make the full twenty deductions, upon notification from the Union that such deductions are necessary and the amount(s) of those deductions.
- 24.07 Deductions for employees employed after the commencement of the school year and/or who begin dues or fee payments after September shall be prorated to complete payments no later than the following June.
- 24.08 The Union will certify at least annually to the Employer, fifteen (15) days prior to the date of the first payroll deduction, the amount of Union dues and service fees to be deducted by the Employer, and that said service fees include only those amounts permitted by the Agreement and by law.
- 24.09 The Union shall indemnify and save the West Ottawa Public Schools, its Board of Education, past and present members of the Board of Education, and past and present administrators harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by Employer and its agents in reliance upon information furnished to the Employer by the Union in the course of enforcing this section. Further, the Union shall indemnify and save the West Ottawa Public Schools, its Board of Education, past and present members of the Board of Education, and past and present administrators harmless against any and all claims, demands, suits, claims for attorney fees or other forms of liability as well as all court and/or administrative agency costs which may arise out of or by reason of action taken or not taken by Employer and its agents for purposes of complying with the provisions of this Article, provided:
- A. The Union shall defend any such legal action, at its own expense and through its own counsel; and
 - B. The District gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires; and
 - C. The District gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels; and

- D. The Union shall have complete authority to compromise and settle all claims which it defends under this section; and
 - E. The damages have not resulted from the negligence, misfeasance, or malfeasance of the District or its agents.
- 24.10 Should the Union or its agent challenge the legality or enforceability of Section 24.09, this article shall immediately be considered inoperative and severed from this Agreement.

**ARTICLE 25
COMPENSATION AND PAYROLL DEDUCTIONS**

- 25.01 **WAGE RATES** The wage rates for all employees shall be as set forth in Appendix A which is incorporated herein and made a part of this Agreement.
- 25.02 **ADVANCE PAY PLACEMENT** The Employer may grant advance pay step placement for prior job-related experience, up to and including the final top step of each grade.
- 25.03 **CHANGES JULY 1** The anniversary date for changes in wage rates, longevity, and vacation calculations shall be July 1 of each year. Employees who have served for six (6) months or more prior to July 1 shall be advanced to the next higher wage step where appropriate, and shall be considered to have completed one full year for the purposes of calculating longevity and vacation accrual. Employees who have served for less than six (6) months prior to July 1 shall stay at the same pay step for an additional year.
- 25.04 **PAYROLL PROCEDURES**
- A. All employees (except mechanics, mechanic assistants and service persons) shall record time electronically or by submitting time sheets or time cards to the Transportation Department by Wednesday of each week. Mechanics, mechanic assistants, and service persons shall submit time sheets or time cards by Friday of each week. The employer shall determine the method.
 - B. Each employee must fill out his/her own timesheet and sign it. Actual time should be recorded.
 - C. Any unusual circumstances should be noted on the timesheet (for example sick, bereavement, emergency leaves, jury duty, etc.).

- D. The Director of Transportation or his/her designee shall approve time sheets. If any employee's time sheet is changed by the administration after it is submitted, the employee will be informed of the change and reason for the change.
- E. Field trip times shall be recorded on the field trip forms.
- F. "Mini runs" should be recorded as one (1) hour and highlighted on the time sheet. A mini run will then be paid at the mini rate of seventy (70) minutes.
- G. Employees are required to fill out all required federal and state tax forms, retirement forms, and other identification and documentation required by law prior to being put on payroll.
- H. When a payday falls on a legal holiday, regular payroll procedures will be followed the day immediately preceding the holiday if the Administration Office is open.

25.05 **PAY OPTIONS**

Employees shall be paid in bi-weekly pays on the Friday of the week following the payroll period except as provided in paragraph 25.04 H above.

25.06 **PAYCHECKS** Paychecks will be delivered to the transportation building by 3:30 p.m. on each payday. Pay is not to be considered late until that time.

25.07 **CHANGES IN HOURS OR RUNS** The Transportation Office does not submit payroll changes when employees change hours or runs at the beginning of the year or during the year. Therefore, all employees must submit change in status forms at the beginning of each school year. If runs or hours change after the beginning of the school year, employees must submit new change in status forms. The District will provide these forms to all employees at the beginning of the year, and will remind employees throughout the year to submit change in status forms on a timely basis whenever their hours change. Timely basis is defined as three (3) work days after notification that a student will be absent from school for a period of two or more weeks or for an indefinite period or for a student's change in residence.

25.08 **CHANGES IN STATUS** Any change in dependents, exemptions, marital status, name, or address should be immediately reported to the payroll department on forms available from the payroll department. Changes in other deductions (such as credit union, automatic savings, automatic checking) should be directed in writing to the Payroll Dept. and should state the pay date the change is to go into effect.

- 25.09 **ANNUITIES** Two types of employee savings plans are available to employees: 1) 403(b) tax deferred annuities; and, 2) 457 deferred compensation plan.

These savings plans are offered through companies that are independent contractors and have no association with the District. A list of companies and representatives is available at the administrative offices. Representatives must be contacted directly by the employee. Upon appropriate written authorization from the employee, the District shall deduct from the salary of that employee and make appropriate remittance for tax-sheltered annuity programs. September, January and May are the only months an employee may sign up or make changes in these plans; however, changes may be made at other times in the event of financial hardship.

- 25.10 **DIRECT DEPOSIT** Employees may elect to have all or part of their pay check directly deposited into one to four accounts at any financial institutions, including credit unions, which has a routing number for electronic fund transfer. Changes in direct deposit may occur at any time.

- 25.11 **NIGHT RATE PREMIUM** A night rate premium shall be paid to all employees who work 50% or more of their regularly scheduled hours between the hours of 6:00 p.m. and 7:00 a.m. Employees who normally work nights but who are assigned to days during the summer will not receive night premiums while the summer schedule is in effect. The night rate premiums are included in Appendix A, which is incorporated herein.

- 25.12 **RIGHT START TRAINING AND CRIMINAL BACKGROUND CHECK** Right Start Training and criminal background checks (State of Michigan and FBI) are requirements of employment. The District will pay employees at the waiting time rate for Right Start Training and \$19.00 towards the criminal background check fee.

- 25.13 **LONGEVITY PAY** All employees who have a seniority date of ten (10) years or more in a bargaining unit position prior to October 1 of the current year will receive additional longevity pay per hour at the rates indicated in Appendix A.

- 25.14 **MILEAGE** When an employee is required by his/her supervisor to use his/her own automobile for the District's business, including but not limited to required off-site training, drug testing, and physicals, he/she will be paid a mileage allowance equal to the maximum allowable IRS rate in effect at the time this service is performed. Personal car mileage records must be kept, approved by the Director of Transportation or designee, and submitted to the Finance Department.

- 25.15 **OVERTIME** Overtime pay will be granted after forty (40) hours worked in a week. The following provisions shall apply:

- A. The approval of overtime will be made by the employee's immediate supervisor.
- B. Hours worked in excess of forty (40) hours per week will be paid at one and one-half (1½) times the employee's regular hourly rate.
- C. When an employee works at more than one type of work, at varying wage rates, during a single work week, the employee will be paid at one and one-half (1½) times the employee's actual rate of pay for the work performed in overtime for all hours in excess of forty (40).

Examples

Employee works 25 hours regularly scheduled driving hours + 17 hours field trips = 2 hours overtime at appropriate (i.e. down time and/or driving time) field trip rate.

Employee works 25 regularly scheduled driving hours + 17 hours for food service = 2 hours overtime at food service rate. (Note – It was the food service work, not regularly scheduled driving time, that caused the overtime).

Employee works 25 regularly scheduled driving hours + 12 hours for food service + 5 hours field trips = 2 hours overtime. If the 2 hours was caused by the field trip, the employee will be paid overtime at the appropriate (i.e. down time and/or driving time) field trip rate. If the 2 hours was caused by food service, the employee will be paid overtime at the food service rate.

- D. Work performed on Sundays and holidays will be paid at two (2) times the employee's regular hourly rate.
- E. Holidays, vacation, and personal leave that fall within a week will be considered to be part of the forty hours worked, and will not disqualify the employee from overtime payment calculation. Sick leave that falls within a week will not be considered to be part of the forty hours worked for the purpose of overtime.
- F. Compensatory time off may be given to mechanics, mechanic assistants, and service persons instead of overtime pay if mutually agreeable to the Employer and the employee. Such compensatory time shall be at a rate of one and one-half (1½) times or two (2) times the overtime hours worked and shall be taken within one (1) year of accrual of the compensatory time.

If the employee is unable to take compensatory time within this time period, the employee shall be paid the overtime rate.

25.16 **PHYSICAL EXAMS, DRUG TESTS, T.B. TESTS** The Employer shall pay for all required physical examinations (by a Board-designated physician), all required drug tests, and other tests required to certify the employee. The Employer shall also pay drivers at the waiting time rate (and other employees at their regular pay rate) for the time necessary for all tests or examinations described above, including travel to and from the testing sites. Post-accident testing shall be paid at the driving time rate. This paragraph shall not apply to tests taken prior to the time an employee has been assigned a regular run.

25.17 **PAY FOR MEETINGS AND TRAINING** Drivers shall be paid at their regular rate of pay for the following trainings:

- A. Annual Back-to-School refreshers
- B. Other behind-the-wheel training or retraining
- C. Training scheduled during regularly scheduled driving time
- D. Post-accident retraining

Drivers shall be paid at the waiting time rate for all other trainings and meetings.

Mechanics and mechanic assistants shall be paid at their regular rate of pay for all approved training, but the total number of hours for which a mechanic or mechanic assistant is paid on a day he/she receives training/in-service shall not exceed the number of hours normally worked by that mechanic or mechanic assistant on a regular work day.

Drivers and aides shall be paid at the down time rate of pay for all mandatory training.

25.18 **PAY RATE FOR SUBBING OR TEMPORARY ASSIGNMENTS**

Employees shall not be paid at a lower wage rate due to temporary assignment; or subbing; or temporarily assuming the responsibilities or position of another employee. The employee shall receive the higher of the two pay grades as follows:

- A. If the employee's regular pay is higher than the grade of the temporary assignment, the employee will be paid at his/her own rate of pay for all hours in the temporary position.
- B. If the employee's regular pay is lower than the grade of the temporary assignment, the employee will be paid at the pay grade of the temporary assignment and at the step nearest to but not lower than his/her regular pay rate for all hours in the temporary position.

This section shall not apply to laid off drivers who are subbing or filling temporary vacancies, which are covered in Sections 15.07 and 19.07C respectively.

- 25.19 **CONFERENCES** Requests to attend job-related conferences shall be submitted for approval on a form provided by the Employer. If the employee's request is approved, the employee shall be paid at the waiting time rate for the hours spent at the conference, including lunch and breaks, but excluding travel time and overnight time. The District shall also pay any registration fees required.
- 25.20 **PAY RATE WHEN CHANGING CLASSIFICATIONS** An employee who transfers to a higher classification shall be paid at the pay rate for the higher classification that is nearest to, but not less than, the employee's pay rate prior to the transfer for thirty (30) calendar days. Upon satisfactory completion of this 30-day probationary period, the employee will advance to the next higher step for the new classification. In the event that the immediate supervisor determines that performance during this probationary period was unsatisfactory, the employee will return to his/her prior position and pay rate, without loss of time. An employee who transfers to a lower classification shall be paid at the pay rate applicable to the lower classification that is nearest to, but not greater than, the employee's pay rate prior to the transfer.
- 25.21 **PAYROLL DEDUCTIONS** Upon appropriate written authorization from the employee, the District shall deduct from the salary of that employee deductions mutually agreed to by the District and union.
- 25.22 **EMERGENCY CALL IN** An employee called in for an emergency (and who reports to work) shall be paid a minimum of two (2) hours.
- 25.23 **COSTS OF LICENSES, CERTIFICATIONS** The District shall reimburse any employee for those costs incurred after the employee has been assigned a regular run. The costs of initial licensing, those necessary to become employed by the District, shall not be reimbursed.
- After an employee has been assigned a regular run, upon request, he/she will be reimbursed for the actual costs of renewing licenses and for certifications/licenses required for the employee to perform his/her job or position.
- 25.24 **FIELD TRIPS IN WEST OTTAWA, HOLLAND, AND ZEELAND PAID AT STRAIGHT TIME** Field trips in the West Ottawa School District and to Holland and Zeeland will be paid at straight driving time for all hours.

- 25.25 **PAY FOR REWRITING ROUTES** Drivers will be paid at the waiting time rate for the time necessary for initial writing and re-writing their route instructions with prior notification by the Transportation Director or designee.

**ARTICLE 26
FRINGE BENEFITS**

26.01 **TRANSPORTATION DEPARTMENT INSURANCE BENEFITS**

- A. MESSA Super Care I group rates shall be made available to all employees including those who pay their own premium.
1. \$5/\$10 drug card and \$100/\$200 annual deductible effective the 2005-06 school year through September 30, 2006. Beginning October 1, 2006, a \$10/20 drug card will be implemented.
- B. Additional insurance options are available at the employee's expense.

- 26.02 **FULL FAMILY HEALTH INSURANCE** For all mechanics, mechanic assistants, and service persons, and for all bus drivers and bus aides who are regularly scheduled to work eight (8) hours per day and fifty-two (52) weeks per year, the Employer will provide, without cost, full-family MESSA Super Care 1. If the 2007 renewal rate exceeds 10%, these employees will pay 10% of the premium beginning July 1, 2007.

- 26.03 **SINGLE SUBSCRIBER HEALTH – 6 to 8 Hour Employees** For all bus drivers and bus aides who are regularly scheduled to work at least thirty (30) hours per week, the Employer will pay 85% of the premium rate for single subscriber MESSA Super Care 1. The employee will pay 15% of the cost of single subscriber MESSA Super Care 1 through payroll deduction.

- 26.04 **SINGLE SUBSCRIBER HEALTH – 5½ to 6 Hour Employees** Beginning July 1, 2001, for all bus drivers and bus aides who are regularly scheduled to work at least twenty-seven and one half (27½) hours per week, the Employer will provide 50% of the cost of single subscriber MESSA Super Care 1. The employee will pay 50% of the cost of single subscriber MESSA Super Care 1 through payroll deduction.

- 26.05 Bus drivers and bus aides who are not eligible for Employer-paid health insurance may purchase health insurance at their own cost, subject to the rules of the carrier.

- 26.06 **CASH IN LIEU OF HEALTH INSURANCE** Employees who are eligible for District-paid full family health insurance, and who do not elect health insurance, shall be paid \$1,000 cash in lieu of health. The district cost for employees hired after the open enrollment period who are eligible, but do not elect health

insurance, shall be limited to a prorated share of the \$1,000 annual amount offered. Employees' share of their premium obligation must be paid through payroll deduction.

26.07 **DENTAL INSURANCE** For all mechanics, mechanic assistants, and service persons, and for all bus drivers and bus aides who are regularly scheduled to work eight (8) hours per day and fifty-two (52) weeks per year, the Employer will provide, without cost, premium payments for self-funded dental insurance comparable to Delta Dental Insurance EW/07 (80-80-80). Bus drivers and bus aides who are regularly scheduled to work less than eight (8) hours per day and fifty-two (52) weeks per year will not be eligible for Employer-paid dental insurance, although they may purchase this insurance at their own cost, subject to the rules of the carrier, if this benefit is provided by a carrier rather than through self-funding.

26.08 **VISION** For all mechanics, mechanic assistants and service persons, and for all bus drivers and bus aides who are regularly scheduled to work eight (8) hours per day and fifty-two (52) weeks per year, the Employer will provide, without cost, premium payments for a self-funded vision insurance plan comparable to VSP II at the single subscriber rate. Bus drivers and bus aides who are regularly scheduled to work less than eight (8) hours per day and fifty-two (52) weeks per year will not be eligible for Employer-paid vision insurance, although they may purchase this insurance at their own cost, subject to the rules of the carrier, if this benefit is provided by a carrier rather than through self-funding.

26.09 **MEDICAL AND DEPENDENT CARE REIMBURSEMENT PROGRAM – BEST FLEX**

A Flexible Spending Account Plan is available for employees. Best Flex is a program established by West Ottawa and allowed under Section 125 of the Internal Revenue Code which allows participants the opportunity to pay for certain medical, dependent care, and/or insurance premium conversion plan expenses with pre-tax rather than after-tax dollars. Employees must fill out forms before October 1. The Best Flex fiscal year will be from October 1 through September 30. Forms and information may be obtained from the Payroll Department.

26.10 **OPEN ENROLLMENT** An open enrollment period shall be provided annually, during the month of September. Selection of fringe benefit alternatives must be authorized by the employee, in writing, on forms provided during the open enrollment period. For new-hires and changes in family status, the open enrollment period shall be the thirty (30) days after the first day of work or change in family status.

- 26.11 **COVERAGE FOR NEW HIRES** Employees newly hired by the board who are eligible for insurance benefits shall, upon acceptance of written application by the insurance carriers, have effective day of coverage on the first day of employment.
- 26.12 **INSURANCE YEAR** All contributions will commence on October 1 of each year and will continue through September 30 of each year for employees who complete the full school year. The insurance year for the bargaining unit members, except for new hires, will be from October 1 through September 30, of each year.
- 26.13 **TERMINATION OF INSURANCE BENEFITS** Terminated employees shall have their benefits discontinued on the first day of the month following end of their employment.
- 26.14 **REPORTING CHANGES IN FAMILY STATUS** Employees are required to report all changes in family status to the Finance Department within 30 days of the change. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this paragraph.
- 26.15 **ELIGIBILITY** To be eligible for the above coverage (or increase in coverage), employees must be able to perform the “at work requirements” of the carrier(s) before benefits are effective.
- 26.16 **COBRA** In addition to fringe benefits provided by this Agreement, the Consolidated Omnibus Reconciliation Act of 1985 (COBRA) allows employees and/or their dependents with a “qualifying event” to continue their group insurance coverage, at their own expense, for up to 18 to 36 months, depending on the nature of the qualifying event.
- 26.17 **HUSBAND AND WIFE BOTH COVERED** If a husband and wife are both members of this bargaining unit and both qualify for full family insurance, one will receive health benefits, the other will elect cash in lieu of insurance, or both may elect cash in lieu of insurance.
- 26.18 **MULTIPLE CLASSIFICATIONS** When an employee works in more than one (1) classification in the bargaining unit, the Employer shall calculate fringe benefits based upon the total number of hours worked in all bargaining unit positions.
- 26.19 **DEFINITION OF “REGULARLY SCHEDULED”** For the purpose of determining insurance coverage, each employee’s “regularly scheduled” hours shall be calculated after runs have been bid in the fall. The employee shall be given a copy of this calculation and both the employee and Director of Transportation shall sign the calculation. If the employee and Director of Transportation don’t agree on the calculation, a meeting shall be scheduled with

the employee, Director of Transportation, union representative and Assistant Superintendent for Business to attempt to resolve the matter.

In the event that the employee changes positions or runs, the Employer shall recalculate the regularly rescheduled hours for the remainder of the year, and shall recalculate the Employer-paid benefits for the remainder of the year. In the event that an employee's schedule is changed by more than fifteen (15) minutes per day, and this will affect the employee's eligibility for insurance, the Employer shall recalculate the "regularly scheduled" hours for the remainder of the year, and shall recalculate the proration of Employer-paid benefits for the remainder of that year. Any recalculated prorations shall not be applied retroactively.

The term "regularly scheduled to work" means the number of hours per day (or week) that are part of the drivers and aides bid runs. The term "regularly scheduled to work" shall not include field trips, special runs, summer runs, substituting for another driver, or overtime.

ARTICLE 27 FILES AND FOIA

- 27.01 Before any written document is placed in an employee's personnel file, the following shall be done:
- A. Any document about an employee or employees that is to be placed in a file shall be put in writing and dated. In addition, disciplinary actions and/or complaints shall conform to the requirements contained in Article 5 above. Documents that do not contain all of this information shall not be included in the employee's file;
 - B. The employee shall be given a copy of any such document(s) which reflects adversely upon the employee before or when it is placed in his/her file;
 - C. The District shall correct or expunge from all District files any information determined by the District and/or an arbitrator to be inaccurate.
- 27.02 The employee shall have the right to submit a written response to any material placed in his/her file, and this response shall be attached to all copies of the written document, including but not limited to all copies provided to all third parties.
- 27.03 In the event that any material from an employee's personnel files is provided to any third party (who is not an agent of the District), the employee shall be notified

of the name(s) of the parties that received the information, and shall, upon request, be given a copy of all information provided to the third parties.

- 27.04 If the District releases any material from an employee's personnel file, the District shall simultaneously release the corresponding employee's response(s) to the material.
- 27.05 In the event that the District receives a Freedom of Information Act (FOIA) request for the personnel file(s) of any employee(s), or any portion thereof, the District shall immediately notify the employee by telephone or FAX (or if the employee is unavailable, by mail), and shall provide the following to the affected employee(s) and to the Union:
- A. A copy of the FOIA request and all communications related to the FOIA request.
 - B. The name(s) of the requesting parties.
 - C. The District shall take the maximum time allowable by law to respond to a FOIA request to allow the employees and/or Union the opportunity to take whatever legal action is available to bar disclosure of any or all of the requested document(s).
 - D. The employee will be provided an opportunity to review the contents before the release of the information, and will, upon request, be provided with copies of all communications and documentation sent to the requesting parties by District administrators or other District agents or attorneys.
- 27.06 Upon receiving a FOIA request, the District will only divulge those public records it is compelled by law to disclose, and will withhold all public records it is permitted by law to withhold.
- 27.07 Records of disciplinary action which are more than four (4) years old shall not be released to any third party, except as required by law.
- 27.08 Each employee shall have only one (1) "personnel file," to be kept in the District's central office.
- 27.09 Individual administrators may maintain separate "administrative files" containing documents not in the personnel file, and regarding employees if they are kept in the sole possession of the administrator and are not shared with or accessible to others. A record regarding an occurrence or fact about an employee kept in an administrative file should be entered into the employee's personnel file within six (6) months of the date of the occurrence or the date the fact becomes known if it is

to be used relative to the employee's qualifications for employment, promotion, transfer, additional compensation, or disciplinary action.

- 27.10 The parties recognize that this Agreement is based on their best mutual understanding of current law in this area; they agree to meet to discuss changes should further judicial proceedings or legislative action so require. The parties understand that a binding interpretation by the courts supersedes this Agreement.

ARTICLE 28 MISCELLANEOUS PROVISIONS

- 28.01 **CORPORAL PUNISHMENT** An employee, within the scope of his/her responsibilities, may use reasonable physical force upon a pupil as necessary to maintain order and control in a school or school bus, on school property, or in a school-related setting for the purpose of providing an environment conducive to safety and learning. In maintaining that order and control, the person may use physical force upon a pupil as may be necessary:
- A. To restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions within a school or school bus or at a school-related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts.
 - B. For self-defense or the defense of another.
 - C. To prevent a pupil from inflicting harm on himself or herself.
 - D. To quell a disturbance that threatens physical injury to any person.
 - E. To obtain possession of a weapon or other dangerous object upon or within the control of a pupil.
 - F. To protect property.
- 28.02 **BARGAINING UNIT WORK** In accordance with the parties' past practice, supervisory employees and non-bargaining unit employees may perform duties normally performed by bargaining unit members whenever in the determination of the Employer of its designated representatives performance of such duties is appropriate.
- 28.03 **ON THE JOB INJURY** If an employee is injured on the job, the employee must report the injury to his/her supervisor immediately.

**ARTICLE 29
NEGOTIATIONS**

29.01 **SEVERABILITY** If any specific provision or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or application shall be deemed null and void to the extent required by law, but all other provisions or applications shall continue in full force and effect.

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

29.02 **NEGOTIATIONS** Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

29.03 **SIGNED CONTRACTS** There shall be four (4) signed copies of any final Agreement. Two (2) copies shall be retained by the Employer and two (2) by the Union. The Employer shall provide a copy of the Agreement to each bargaining unit member, and twenty (20) copies to the union.

29.04 **AMENDMENTS** This Agreement constitutes the entire agreement between the parties and may be amended only through a written amendment signed by both parties.

**ARTICLE 30
DURATION OF AGREEMENT**

This Agreement shall become effective July 1, 2006, and shall continue in effect through the 30th day of June, 2008, at which time it shall terminate unless extended by written agreement of the parties. However, Appendix A shall be retroactive to July 1, 2005. Overtime (Article 25.15) and Meetings/Training (Article 25.17) shall also be retroactive to July 1, 2005.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on the 21st day of August 2006.

FOR THE UNION:

By: _____
President

By: Diana Staat
Vice-President

By: Susan Wheeler
Secretary

By: Brenda Bronson
Treasurer

By: _____

By: _____

By: _____

By: _____

By: _____

FOR THE EMPLOYER:

By: Thomas Curran
Superintendent

By: [Signature]

By: [Signature]

By: [Signature]

Appendix "A"
West Ottawa Public Schools
Transportation Department Wage Rates
2005-06 through 2007-08

| | 1.00% | | | | 1.50% | | | | 1.50% | | | |
|---|----------------|--------------------|--------|----------|----------------|--------------------|--------|----------|----------------|--------------------|--------|----------|
| | 2005-06 | | | | 2006-07 | | | | 2007-08 | | | |
| | 3 | 6 | 8 | 9 | 3 | 6 | 8 | 9 | 3 | 6 | 8 | 9 |
| | Service Person | Mechanic Assistant | Driver | Mechanic | Service Person | Mechanic Assistant | Driver | Mechanic | Service Person | Mechanic Assistant | Driver | Mechanic |
| 0 | 10.07 | 13.14 | 15.18 | 17.12 | 10.22 | 13.34 | 15.41 | 17.38 | 10.37 | 13.54 | 15.64 | 17.64 |
| 1 | 10.65 | 13.58 | 15.68 | 17.90 | 10.81 | 13.79 | 15.92 | 18.17 | 10.97 | 14.00 | 16.16 | 18.44 |
| 2 | 11.22 | 14.03 | 16.10 | 18.62 | 11.39 | 14.24 | 16.34 | 18.90 | 11.56 | 14.45 | 16.59 | 19.18 |
| 3 | 11.69 | 14.43 | 16.46 | 19.33 | 11.87 | 14.65 | 16.71 | 19.62 | 12.05 | 14.87 | 16.96 | 19.91 |
| 4 | 12.36 | 14.89 | 16.95 | 20.15 | 12.55 | 15.11 | 17.20 | 20.45 | 12.74 | 15.34 | 17.46 | 20.76 |
| 5 | | 15.34 | | 20.87 | | 15.57 | | 21.18 | | 15.81 | | 21.50 |
| 6 | | 15.97 | | 21.74 | | 16.21 | | 22.07 | | 16.45 | | 22.40 • |

| | 2005-06 | 2006-07 | 2007-2008 |
|--------------|---------|---------|-----------|
| Longevity | 0.50 | 0.50 | 0.50 |
| Night Rate | 0.30 | 0.30 | 0.30 |
| Waiting Time | 10.41 | 10.57 | 10.73 |

Retroactivity: All of the above rates shall be fully retroactive to July 1, 2005.

APPENDIX "B"

West Ottawa Transportation Association
GRIEVANCE REPORT FORM

Grievance # _____ **Assignment:** _____

Name of Grievant: _____ **Date Filed:** _____

STEP 2: SUPERVISOR'S LEVEL

A. **Date Cause of Grievance Occurred:** _____

B. **Statement of Grievance:**

C. **Contract Sections Violated:**

D. **Relief Sought:**

E. **Date Received by Supervisor** _____ *Signature of Grievant/Union* _____ *Date* _____

F. **Disposition of Supervisor:** _____

Signature of Supervisor _____ *Date* _____

West Ottawa Transportation Association
GRIEVANCE REPORT FORM (cont.)

G. **Position of Grievant and/or
Union:** _____

Signature of Grievant/Union

Date

STEP 3: SUPERINTENDENT'S LEVEL

A. **Date Received by Superintendent or Designee:** _____

B. **Disposition of Superintendent or Designee:** _____

Signature of Superintendent

Date

C. **Position of Grievant and/or
Union:** _____

Signature of Grievant/Union

Date

STEP 4: BOARD OF EDUCATION LEVEL

A. **Date Received by Board of Education:** _____

B. **Disposition of Board of Education:** _____

Signature for Board of Education

Date

C. **Position of Grievant and/or
Union:** _____

Signature of Grievant/Union

Date

STEP 5: ARBITRATION

A. **Demand to Arbitrate Filed:** _____

APPENDIX "C"

TRANSPORTATION DEPARTMENT

**EMPLOYEE APPRAISAL FORMS
WEST OTTAWA PUBLIC SCHOOLS**

GENERAL PROVISIONS

It is the intent of the appraisal process to make the employee aware of his/her strengths and weaknesses and thereby to aid him/her in achieving desired levels of performance.

All newly hired employees shall serve a probationary period in accordance with the collective bargaining agreement. During this period, an evaluation of performance will be made (using this form) and forwarded to the Personnel Office. A decision regarding continued employment will be made at the end of the probationary period.

WEST OTTAWA PUBLIC SCHOOLS
APPRAISAL FORM
BUS DRIVER

EMPLOYEE _____ POSITION _____

APPRAISAL FROM _____ TO _____ EVALUATORS NAME _____

CONFERENCE DATE _____

*EMPLOYEE SIGNATURE _____ DATE: _____

APPRAISER'S SIGNATURE _____ DATE: _____

*Employee's signature does not necessarily indicate agreement; rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of response or rebuttal to this form.

_____ I disagree with this appraisal.

_____ I plan to file a written rebuttal.

**WEST OTTAWA PUBLIC SCHOOLS
APPRAISAL FORM
BUS DRIVER**

EVALUATION CRITERIA:

| 1. Satisfactory | 2. Needs Improvement | 3. Not Satisfactory | () = Selected Rating | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------------------|------------------------------|----------|----------|
| <p>1. Quality of Work Consider factors such as: driving performance; reliability; accuracy in completing paperwork; thoroughness in bus maintenance, warm-up, gas and safety checks, cleaning.</p> | | | 1 | 2 | 3 |
| <p>2. Knowledge and Skills Consider factors such as: knowledge of State Department of Education policies and school policies in regard to driver regulations; ability to work effectively and safely with all appropriate equipment; ability to communicate effectively.</p> | | | 1 | 2 | 3 |
| <p>3. Job Approach Consider factors such as: reliability, judgment (“common sense”); initiative; ability to plan and organize; follow instruction; be a problem solver; and be flexible and adaptable.</p> | | | 1 | 2 | 3 |
| <p>4. People Skills Consider factors such as: cooperative; positive relationships with fellow employees; effectiveness in dealing with students, parents, and public; neat appearance; etc.</p> | | | 1 | 2 | 3 |
| <p>5. Dependability Consider factors such as: attendance; punctuality; promptness; meets obligations; accepts responsibility, etc.</p> | | | 1 | 2 | 3 |
| <p>6. Other:</p> | | | | | |
| <p>7. Areas Done Well:</p> | | | | | |
| <p>8. Areas Needing Improvement as noted above:</p> | | | | | |
| <p>9. GENERAL COMMENTS AND RECOMMENDATIONS:</p> | | | | | |

**WEST OTTAWA PUBLIC SCHOOLS
APPRAISAL FORM
BUS AIDES**

EMPLOYEE _____ POSITION _____

APPRAISAL FROM _____ TO _____ EVALUATORS NAME _____

CONFERENCE DATE _____

*EMPLOYEE SIGNATURE _____ DATE: _____

APPRAISER'S SIGNATURE _____ DATE: _____

*Employee's signature does not necessarily indicate agreement; rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of response or rebuttal to this form.

_____ I disagree with this appraisal.

_____ I plan to file a written rebuttal.

**WEST OTTAWA PUBLIC SCHOOLS
APPRAISAL FORM
BUS AIDES**

EVALUATION CRITERIA:

| 1. Satisfactory | 2. Needs Improvement | 3. Not Satisfactory | () = Selected Rating | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------------------|------------------------------|----------|----------|
| <p>1. Quality of Work Consider factors such as: is positive and supportive to students and is able to relate effectively; observes professional ethics in dealings with others; is cheerful and cooperative in accepting supervision.</p> | | | 1 | 2 | 3 |
| <p>2. Knowledge and Skills Consider factors such as: Ability to work effectively and safely with all appropriate equipment; ability to communicate effectively and perform assigned tasks.</p> | | | 1 | 2 | 3 |
| <p>3. Job Approach Consider factors such as: reliability, judgment ("common sense"); initiative; ability to plan and organize; follow instructions; be a problem solver; and be flexible and adaptable.</p> | | | 1 | 2 | 3 |
| <p>4. People Skills Consider factors such as: effectiveness in dealing with students, parents, and public; neat appearance; etc..</p> | | | 1 | 2 | 3 |
| <p>5. Dependability Consider factors such as: attendance; punctuality; promptness; meets obligations; accepts responsibility, etc.</p> | | | 1 | 2 | 3 |
| <p>6. Other:</p> | | | | | |
| <p>7. Areas Done Well:</p> | | | | | |
| <p>8. Areas Needing Improvement as noted above:</p> | | | | | |
| <p>9. GENERAL COMENTS AND RECOMMENDATIONS:</p> | | | | | |

**WEST OTTAWA PUBLIC SCHOOLS
APPRAISAL FORM
BUS MECHANIC and MECHANIC ASSISTANT**

EMPLOYEE _____ POSITION _____

APPRAISAL FROM _____ TO _____ EVALUATORS NAME _____

CONFERENCE DATE _____

*EMPLOYEE SIGNATURE _____ DATE: _____

APPRAISER'S SIGNATURE _____ DATE: _____

*Employee's signature does not necessarily indicate agreement; rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of response or rebuttal to this form.

_____ I disagree with this appraisal.

_____ I plan to file a written rebuttal.

**WEST OTTAWA PUBLIC SCHOOLS
APPRAISAL FORM
BUS MECHANIC and MECHANIC ASSISTANT**

EVALUATION CRITERIA:

| 1. Satisfactory | 2. Needs Improvement | 3. Not Satisfactory | () = Selected Rating | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------------------|------------------------------|----------|----------|
| <p>1. Quality of Work Consider factors such as: mechanical ability; reliability; accuracy in completing paper work; thoroughness in bus maintenance, repair, and safety checks; etc.</p> | | | 1 | 2 | 3 |
| <p>2. Knowledge and Skills Consider factors such as: Mechanical ability; ability to work effectively and safely with all appropriate tools and equipment; ability to communicate effectively and perform assigned tasks.</p> | | | 1 | 2 | 3 |
| <p>3. Job Approach Consider factors such as: reliability; judgment (“common sense”); initiative; ability to plan and organize; follow instructions; be a problem solver; and be flexible and adaptable.</p> | | | 1 | 2 | 3 |
| <p>4. People Skills Consider factors such as: cooperative; positive relationships with fellow employees, effectiveness in dealing with students, parents, and public; neat appearance; etc.</p> | | | 1 | 2 | 3 |
| <p>5. Dependability Consider factors such as: attendance; punctuality; promptness; meets obligations; accepts responsibility, etc.</p> | | | 1 | 2 | 3 |
| <p>6. Other:</p> | | | | | |
| <p>7. Areas Done Well:</p> | | | | | |
| <p>8. Areas Needing Improvement as noted above:</p> | | | | | |
| <p>9. GENERAL COMMENTS AND RECOMMENDATIONS:</p> | | | | | |

**Letter of Agreement
Between the
West Ottawa Public School District
And the
West Ottawa Transportation Association, MEA/NEA
Re: Filling scattered runs**

The undersigned representatives to the West Ottawa Public School District (District) and the West Ottawa Transportation Association, MEA/NEA (Union) agree to the following:

1. All Scattered Busing shall be posted with a sign up sheet. These are students that usually get picked up by a West Ottawa Bus Driver and transfer to a Christian Bus.
2. The runs shall be covered from the list of drivers that have signed up by order of seniority.

FOR THE DISTRICT:



Tim Tibbitts

Dated: 1-20-05

FOR THE UNION:



Bonnie VanBragt

Dated: 1-20-05

**Letter of Agreement
between the
West Ottawa Public School District
and the
West Ottawa Transportation Association
Re: Clarification of Article 7.08 – Snow Day Training Protocol**

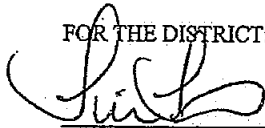
The undersigned representatives of the West Ottawa Public School District (district) and the West Ottawa Transportation Association (union) agree to the following:

1. The provisions of Article 7.08 shall continue in effect.
2. Article 7.08B and C of the Master Agreement between the district and the union does not provide specific procedures for training on snow days. Therefore, the district and the union agree to implement the procedures contained below for bus drivers and bus aides pursuant to Article 7.08 B and C.
3. Drivers and aides who report to work may, at the district's discretion, be offered non-driving work such as cleaning buses, office work, updating records, etc.
4. In lieu of the non-driving work described in the previous paragraph, the district may provide training.
 - a. The first training session will begin at 7:00 a.m., with subsequent sessions beginning at 8:00 a.m. and at 9:00 a.m. Training time will be continuous (i.e. employees may not come for one hour, leave, return for a later hour, etc.).
 - b. Drivers and aides who arrive after 7:00 a.m. may choose to begin their training at 8:00 a.m. Drivers and aides who arrive after 8:00 a.m. may choose to begin their training at 9:00 a.m.
 - c. Employees will be required to sign in and out for the work and/or training, and absent unusual circumstances, will be expected to report no later than 9:10 a.m. Employees who arrive after 9:10 a.m. will not be eligible for paid attendance, but will continue to be eligible for other pay options in accordance with the provisions of the agreement.
 - d. Training will be completed by 3:30 p.m.
5. Employees will be paid their regular rate of pay for the actual time in attendance at the training, including any relief breaks provided, up to their regularly scheduled hours. Employees may choose to stay beyond their regularly scheduled hours on a voluntary basis, but they will only be paid for their regularly scheduled hours.
6. Any lunch period provided will not be paid, and drivers will be responsible for paying for their own lunches.

West Ottawa Transportation Department 2005-2008 Master Agreement

7. The purpose of training is to provide learning opportunities; therefore, employees are expected to be courteous and attentive.
8. Training may include but not be limited to: actual lessons or videos concerning school transportation issues; "hands on" experiences; or group dialog sessions.
9. The provisions contained in numbers 2 through 7 above shall apply to those drivers who elect to work when school is closed due to inclement weather, in accordance with the provisions of the agreement.
10. This Letter of Agreement shall take effect immediately upon execution, and shall continue in effect unless either the district or the union terminate it by providing written notice to the other party at least thirty (30) calendar days prior to termination.

FOR THE DISTRICT:



Date: 8-13-04

FOR THE UNION:

Date: _____

Michigan Education Association



Trillium Business Center
17200 Van Wagoner Road
Spring Lake, MI 49456

August 10, 2004

Mr. Tim Tibbitts
Director of Transportation
West Ottawa Public Schools
294 W. Lakewood Blvd.
Holland MI 49424

Dear Tim:

I have enclosed the Letter of Agreement concerning the snow day training protocol that we talked about with Vicki and Dave Zimmer at our meeting on July 30, 2004.

I have included a copy of the original Letter of Agreement from which it is taken.

I think it would be good to include it as an addendum to the Master Agreement. Let me know if this is what we agreed to

Sincerely,

Paul Kirschner
Paul Kirschner

Cc: Susan Adams

Service for Ottawa County
616-846-2770
800-458-9213

Fax: 616-846-3295

Service for Muskegon,
Newaygo, Oceana counties
616-846-5600
800-303-0112

Affiliated with the National Education Association