

MASTER AGREEMENT
BETWEEN
HOPKINS BUS DRIVERS ASSOCIATION
AND
HOPKINS PUBLIC SCHOOL
HOPKINS, MICHIGAN 49328
July 1, 2009 - June 30, 2012

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Article 1 Purpose and Intent

The general purpose of this agreement is to set forth the wages, hours, and working conditions of employment for the duration of this Agreement and to promote harmonious labor relations for the mutual interest of the employer and the employees. The Board and the Bus Drivers for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this agreement.

Article 2 Management Rights

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the States of Michigan and of the United States, including, but without limiting the generality of the fore-going, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment; to establish written personnel and other policies.
2. To hire all employees subject to the provisions of law, to determine their qualifications for continued employment, to discharge, discipline, demote, promote, transfer, and retire all such employees.
3. To establish policies, bus schedules, hours of work, and other duties, responsibilities and assignments of drivers and other employees, terms and conditions of employment not in conflict with this Agreement.
4. As is presently the case, supervisory personnel and other employees of the Employer not included in the bargaining unit represented by the Association may perform any work including work ordinarily done by members of the bargaining unit represented by the Association. The exercise of the foregoing powers, rights authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

Article 3 Employee Rights

1. The Board and Bus Drivers agree to abide by all applicable laws and statutes pertaining to the employee's rights and responsibilities. The Board further agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of their rights granted to them under the law.

2. The Board agrees to make available to the Drivers all available information of a public nature concerning the financial resources of the district and such other information of a public nature.
3. The Drivers shall have the right to use the driver's room, before or after their working hours for meetings, with the approval of the Transportation Supervisor.
4. Payroll Deductions. Upon written authorization from the employee, the employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions approved by the Employer. The Association agrees to indemnify and hold the Board harmless from any and all damages and judgments which may result from these deductions.

Article 4 Working Conditions

1. All drivers must possess a valid Michigan Class B CDL with endorsements P & S.
2. All drivers must successfully pass the Michigan School Driver Safety Education Program and School Bus Road Test by a state approved school bus examiner. New drivers shall be reimbursed the cost of one road test when they have completed 60 runs.
3. All School Bus Drivers must be at least 21 years of age and successfully pass a physical examination and T.B. test in accordance with state regulations or Board policy. The employer reserves the right to require a physical or mental examination of any bus drivers when it deems necessary at school expense.
4. Driver is responsible for keeping the inside of their bus neat and clean. Sweeping the floor, dusting the dash and instrument panel once each week is the required minimum.
5. Driver shall conduct the safety inspection of their bus as prescribed by law, each time before driving the vehicle.
6. Pre-run checklist to be done each time before bus leaves parking lot. The list is to be kept up to date by the driver. Drivers will notify maintenance of any problems.
7. Drivers are responsible for knowing and obeying the traffic laws of the State of Michigan.
8. Drivers are responsible for the safety of students riding their buses. Safety drills must be held as per Director of Transportation and State Policies. Also, excessive disorderly student conduct will be viewed as a safety hazard. Drivers are responsible for discipline of students riding their buses. The Director of Transportation will follow up on all discipline reports.

9. Have a good driving record and must be insurable by the school's carrier.
10. Must be personable, courteous, and possess the ability to withstand emotional stress and display patience in working with students on the school bus as well as other school district citizens who may have questions about transportation policies.
11. Must refrain from smoking on the school bus, also be free from the adverse effects of medication, alcohol, and drugs which may impair the ability to drive.
12. Must be willing to support all school transportation policies, and to assist in recommending changes where such recommendations would be in the best interest of the Hopkins Public School system.
13. Drivers must maintain accurate maps and student rider lists of their bus route on Versatrans, and be consistent at all bus stops.
14. To fuel their buses and record all fuel uses.
15. Outside employment shall not interfere with or have a detrimental affect upon his/her ability to carry out their duties.
16. A signal must be given to students by drivers when the student must cross the road.
17. An employee will be paid at the regular extra trip rate for required attendance at the Michigan School Bus Drivers Safety Education Courses, provided the employee completes the minimum training requirements, and also pays for the lunch that is provided.
18. All employees under this contract are subject to drug testing at the request and at the cost of the employer.

**HOPKINS PUBLIC SCHOOLS DISTRICT
BUS DRIVER TESTING PROGRAM FOR SUBSTANCE ABUSE**

It is the intent of the program to, within reason, respect the privacy of each individual driver, provide a treatment component, verify the test results if the initial test proves positive and to have the test administered by a third party.

The pre-employment physical will include substance abuse screening. Testing for all other drivers will be on a random basis and at their physical examination - license renewal.

Random testing may be initiated upon the occurrence of either an unexplained deterioration of job performance, bus accident in which the driver was at fault and at other times elected by the Employer. All random tests shall be approved in advance by the Superintendent of Schools in writing.

If an employee tests positive, the employer will provide up to one thousand dollars (\$1,000) toward the cost of a mutually agreed upon treatment program. Periodic progress reports to the employer will be required from the providing treatment center.

Discipline - Non Probationary Employees, first offense, the employee will be immediately suspended with pay for at least 30 days. After the 30-day suspension, the Employee may use accumulated sick leave to complete an approved treatment program. Failure to enter into a mutually agreed upon treatment program will result in immediate dismissal.

Discipline - Non Probationary Employees, second offense, immediate dismissal.

Discipline - Probationary Employees, immediate dismissal. (Article 5)

Article 5 Probation

The probationary period for all newly hired drivers shall be sixty (60) trips. All new drivers assigned to drive school bus routes shall be placed on probationary status after which the driver will be appointed by the Board as a substitute driver or terminated.

Article 6 Route Assignments and Seniority

1. All drivers shall receive a list of open runs in the return to work letter in early August. Drivers will bid on these open routes at a meeting held the week before school starts.
2. All midday routes and shuttles shall be open for bid the week before school starts.
3. All route and shuttle resignations received between September 1st and December 15th of each school year shall be posted and bid the week before Christmas break.
4. Route assignments will be made by Transportation Supervisor based on bid requests and driver having top seniority (known as bid request procedure).

5. In order to maintain the transportation schedule regular routes, shuttles or extra duty trips the Transportation Supervisor may make an emergency substitution using any certified driver that is immediately available. This substitution will not be subject to grievance.
6. Seniority shall be earned when new drivers are appointed by the Board as a driver on a bid run. Seniority will be calculated to the date the driver first started uninterrupted service as a driver on a bid run, or as the full time sub. Drivers with the same date of hire will determine their seniority ranking by the last four digits of their social security number with the highest digit having top seniority.
7. Seniority is for determining position on pay scale, bidding rights for extra trips and route assignment, and longevity.

Article 7 Substitute Drivers

1. An effort will be made to keep four (4) qualified sub drivers by the Transportation Supervisor at all times. Transportation Supervisor is responsible for obtaining a substitute for regular driver when they know the regular driver will be away during school hours.
2. Only Board appointed (non probationary) drivers may substitute for shuttles, or kindergarten runs. The Transportation Supervisor will assign substitute drivers from a posted drivers' seniority list.
3. Full Time Substitute Driver
The Board agrees to employ one full time substitute driver who will:
 - a. Be at the bus garage and work the same daily schedule (morning and afternoon runs) as regular full-time drivers.
 - b. Be paid the starting driver hourly rate.
 - c. Receive seven paid absence days in the same manner as regular drivers.
 - d. Have the option to participate in any insurance programs available to regular drivers.
 - e. Not earn longevity.
 - f. Not be granted holiday pay.
 - g. Not be eligible to take extra trips.
 - h. Not receive step increases while in the position.
 - i. Not earn driver seniority in this position.
 - j. Have the option of becoming a regular driver when the next driver vacancy occurs.
 - k. Be evaluated in the same manner as the regular drivers.
 - l. May vote on contract issues but not be a contract representative.

Article 8 Extra Trips

1. Drivers having a minimum of 1 calendar year experience as a driver on a bid run

will be eligible for all extra trips regardless of nature and in line with the regular schedule. Extra trips will be assigned and posted according to seniority bid procedure each week, Thursday, PM unless schedule prevents. Should no board appointed driver be available, the Director of Transportation shall assign a driver. If the driver of an assigned trip cannot take it, the trip shall be posted as a B trip.

- a. It is expected and agreed that a driver who signs up for an extra trip is obligated to fulfill that commitment except in the case of an emergency or illness.
 - b. Drivers who sign up for and refuse to take such trip for reason other than emergency will not be eligible to bid for one week from the following Thursday. Emergency reasons include; sudden illness, accident, family emergency. Drivers will be limited to three (3) excused refusals per school year, after which any subsequent refusals will require a loss of bidding for one (1) week.
 - c. Drivers will not trade extra trips.
2. Extra trips shall be defined as bus trips from the school that transports individuals other than a regular run. This excludes repair service or trips to check route mileage, times, etc.
 3. If an assigned trip is cancelled for reason other than weather driver shall receive minimum trip pay.
 4. Any extra trip known to be a minimum trip will be posted as a B Trip. If a trip is known to be a minimum trip and is posted on the regular schedule the assigned driver will receive four (4) hours pay. If a Saturday trip is known to be drop off only the driver will be paid four (4) hours minimum.
 5. If an assigned extra trip is rescheduled the driver has the option of accepting or refusing said trip without penalty.

Article 9 Observation of Agreement, Board Policy and Administrative Policy

1. Drivers are to observe all Administrative policies. Failure to do so could result in suspension with/without pay or termination. Copies of Administrative policy shall be provided for each driver, current policies to be received by each driver before school resumes in the fall.
2. Failure of a driver to conform to the terms of this Agreement, Administrative policy and Board policy shall be considered as just and reasonable cause to terminate the individual driver's contract.
3. The Association assures the Board of Education that all student days mandated by

the Department of Education will be met.

Article 10 Salary and Fringe Benefits

A. The Board shall assume the full cost of the required physical examination. T.B. test and x-ray if deemed necessary will be paid by the Board. All drivers shall be reimbursed for their license renewal, the difference in cost between a regular drivers' license fee and the CDL with required endorsements.

B. Salary Scale (hourly rates)

<u>Years</u>	<u>2009/2010 Hourly Rate</u>
Start	\$ 15.20
>1	15.86
>3	16.97
>5	17.27
>7	17.59
>10	17.95
>13	18.33

1. For 2010/2011 and 2011/2012 there will be a percentage increase in total compensation for Association members of 75% of the percentage increase in the district's student foundation grant. Total compensation shall consist of wages, FICA, MPSERS and Dental/Vision coverage.
 - a. Should there not be an increase in the student foundation grant during 2010/2011, 2011/2012, it is agreed that there will be a discussion between the parties about adjusting compensation during that school year.
2. Shuttle runs that are an extension of their run will be paid by the hourly rate. Each shuttle will be a minimum of 1/2 hour pay.
3. Substitute drivers will be paid at the starting bus driver rate.
4. Extra trip pay will be \$12.50 for the life of the contract. Minimum trip pay will equal 2.5 hours of pay (\$31.25), which will remain in effect for the life of this agreement. Drivers will receive fifty percent (50%) of their total regular route pay when absent for an extra trip.
 - a. Drivers will be reimbursed up to \$6.00 for a meal for every 4 hours they are on a trip with a maximum of 2 meals per trip 8 hours or longer unless trip is overnight.
 - b. If regular drivers run and an extra trip are consecutive in time and the total reaches four (4) hours or longer the meal provision is applicable.
 - c. To receive this reimbursement the driver must turn his/her receipts in to the transportation supervisor at the conclusion of the trip.

5. Holiday Pay

The following shall be paid holidays; Labor Day, Thanksgiving Day, day following Thanksgiving, Christmas Day, New Year's Day, Good Friday, Memorial Day.

To receive this pay Association members must be at work the work day before and the work day after the holiday with the exception of Labor Day, which will only require the day after. If an Association member is absent for either the day before or day after the above mentioned days they shall not receive holiday pay, should an association member be sick the work day before or the work day after a holiday upon furnishing the transportation supervisor with a doctor's release they will receive holiday pay. This will apply to the driver only.

6. Professional Staff Development Days

Drivers will be required to attend one (1) professional staff development days, which will total a maximum of four (4) hours. They shall be paid for these days at their regular driving rate. If not in attendance, drivers shall not be paid, nor may they use a paid absence for this day.

7. School Cancellations – Drivers will be paid for the first two (2) Act of God days at regular driving rate.

8. When School is cancelled or delayed without reasonable attempt to contact drivers prior to showing up for work they will be reimbursed one (1) hour pay.

9. Drivers will receive one (1) hour pay for time spent updating student lists.

C. Early Retirement Incentive

Employees who retire in a school year before they reach their 60th birthday, and have reached a minimum of ten years service with Hopkins Public Schools shall receive 50% of the difference between the top step and bottom step of their pay scale multiplied by 1300 hours.

Payment shall be made in two lump sum pay amounts. 50% of the incentive shall be made the pay period following the employee's retirement. The second half payment shall be made 6 months later. At the employees option the payment may be made to an annuity upon notification to the business office.

To receive this incentive the employee shall notify the Superintendent of Schools a minimum of 90 calendar days before the anticipated date of retirement.

D. Longevity

Longevity will be defined as continuous years of service as a regular driver in the

system. Drivers must drive 75% or more each year to gain a year. Longevity time shall not be lost by driver while on authorized leave. Drivers shall receive one hour's pay (at their regular hourly rate) for each year of longevity, as defined above. Half-time, shuttle and kindergarten drivers shall receive 60% of one hours pay (at their regular hourly rate) for each year they have longevity (as defined above) as shuttle, half-time and kindergarten driver. Uncontrollable absence (such as: illness to self or a family member, death in the family, etc.) will not apply but will need Supervisor's and Superintendent's approval.

E. Insurance

Hospitalization insurance, equal to that available to the certified staff, will be available to bus drivers at no cost to the school district, as long as the carriers permit this option. If electing this option, the driver will be required to make insurance payments to the business office by the 15th day of each month.

<u>Average Hours Per Week</u>	<u>Dental Vision Coverage</u>
32 or more	100% coverage
25 to 32	80% coverage
10 to 24.9	67% coverage

If an Association Member wishes not to participate in the Dental/Vision program they shall receive \$500, paid at the conclusion of the school year.

Open enrollment limited to the month of September, payment must be made individual to the business office by the 15th of the month.

F. Workers Compensation

The employer will provide workers compensation protection for all employees within the law.

G. Paid Absences

1. Regular Bus Drivers will receive twelve (12) paid absences (24 runs) per year. Unused days will be paid at the wage scale of the drivers' average run rate at the conclusion of the school year.
2. Employee may use paid absence days for compensation on Act of God days after the first two (2).

H. Funeral Leave

The employee shall receive 5 days off with pay, not to be deducted from sick leave, when there is the death of a spouse, child, or the employee's mother or father.

The employee shall receive 3 days off with pay, not to be deducted from sick leave, when there is a death in the immediate family of the employee. Immediate family is defined as step parents, brother, sister, stepchildren, mother in law, father in law, brother in law, sister in law, son in law, daughter in law,

grandparents or grandchildren.

I. Jury Duty

Drivers summoned to service on jury duty or subpoenaed to appear in a legal action shall be paid their regular daily salary. The employee shall turn over to the school district any remuneration which they receive for service. If released from service in time the employee should report back to their regular duty.

Article 11 Grievance Procedures

Section 1: A grievance shall be defined as a charge of a violation, misinterpretation of the expressed terms of this Agreement.

Section 2: For purposes of this Article, day shall mean calendar days, exclusive of Saturdays, Sundays and legal holidays.

Section 3: Procedures for Adjustment of Grievances:

Step 1: A driver with a problem or a grievance shall first discuss the matter with the Transportation Supervisor with the objective of settling it quickly and informally.

Step 2: In the event the grievance has not been satisfactorily settled, the matter shall be reduced to writing no later than ten (10) days from date of occurrence. The written grievance shall set forth the following items:

- a. Name Grievant and date grievance occurred.
- b. Facts involved including section of contract allegedly violated.
- c. The Grievance shall be signed by the Grievant and a member of the grievance committee.
- d. Grievance shall specify relief requested.

The written Grievance shall be presented to the Transportation Supervisor for disposition. Within five (5) days of receipt of written grievance, the supervisor shall have a conference with the Grievance Committee. It is the Supervisor's responsibility to attempt to set a mutually satisfactory time and place for said meeting. Within five (5) days after meeting, the supervisor shall state his decision in writing and furnish a copy thereof to the employee and Grievance Committee Chairman.

Step 3: Within five days after receiving the decision in Step 2, the Grievance Committee may appeal in writing to the Superintendent of Schools.

- a. Within five days of receipt of the written grievance, the above designated administrator shall have a conference with the Grievance Committee. It is the Administrator's responsibility to attempt to set a mutually satisfactory time and place for said meeting. The affected employee may be present at

such meetings.

- b. Within five days after the meeting, the Superintendent shall state his decision in writing, and furnish a copy thereof to employee and the Grievance committee.

Step 4: Within five days after receiving the decision of Step 3, the Grievance Committee Chairman, may appeal the decision in writing through the Superintendent, to the Board of Education. Within ten days of receipt of the grievance the Board of Education shall have a hearing with the Grievance Committee.

It is the Superintendent's responsibility, after consulting with the chairman of the Grievance Committee, to set the time, place, and date of hearing and to so inform the chairman of the Grievance Committee.

The Board of Education shall hear the grievance in dispute and shall render its decision in writing within ten days from the close of the hearing. The Board of Education's decision shall be submitted in writing and shall set forth the finding and conclusions with respect to the issue submitted to them.

Step 5: If the Bus Drivers are not satisfied with his the disposition of Grievance by the Board or no decision is rendered with the time provided in Step 4, the drivers may, within ten days, submit the matter to arbitration.

Prior to submitting the matter to arbitration, the Chairman of the Grievance Committee shall so inform the Superintendent of Schools in writing of the Driver's intention.

The Board's representative and the Chairman of the Grievance Committee shall mutually select the arbitrator within ten days of the arbitration request by the Driver. If the parties can't agree as to the arbitrator he shall be selected by the American Arbitration Association in accordance with its rules. The only evidence or argument which may be presented at the arbitration hearing are those which were used in the previous steps of this grievance procedure and a written reference has been made.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his decision to the particular case submitted to him. Both parties agree to be bound by the award of the arbitrator.

The arbitrator shall have no authority except to pass upon alleged violations of this agreement. The arbitrator shall have no power to alter, add to or subtract

from the terms of this agreement, nor to interfere with the Board's rights and responsibilities, except as these are expressly limited by this Agreement.

The fees and expenses of the arbitrator shall be paid at the equal expense of the parties.

Section 4 Miscellaneous

A. All grievance, dispute or other matters which may be processed under any state or federal regulation or statute shall not be the subject matter of the grievance procedure herein established.

Any determination or action taken under any such state or federal regulation or law shall be binding the extent required by such regulation or law.

B. On agreement between the Board of Education and the Bus Drivers, hearing upon a grievance may be commenced at any step, and any time limit within the grievance procedure may be extended by mutual agreement.

C. An employee or Board has the right to be represented any step in the grievance procedure by an attorney or representative of their own choice.

D. Any disposition of an appeal by the Bus Drivers which is not issued within the time limits specified shall result in a forfeiture of the grievance or settlement on the basis of the Bus Drivers remedy requested.

E. Names of the Negotiation and Grievance Committee shall be submitted in writing to the Superintendent of schools. No member of this committee shall function as such until the Superintendent has been advised of the selection in writing by the Bus Drivers. This committee shall be limited to three members including the Chairman.

Article 12 Unpaid Leave of Absence

1. Mental, Physical or Personal Leave. An employee may be granted an unpaid leave of absence for mental or physical illness for a period not to exceed thirty (30) calendar days. The leave shall be requested in writing, shall be submitted to the Superintendent, and the request shall state the reason for the leave or extension. The granting of such leave or extension shall be within the discretion of the Superintendent. Leaves may be extended up to 1 calendar year.
2. An employee may be granted an unpaid maternity leave for a period not to exceed eight weeks. Granting an extension shall be within the discretion of the Superintendent.

Article 13 Layoffs and Recalls

1. In the event that a layoff becomes necessary, the lowest driver on the seniority list will be laid off first.
2. Recall from layoffs will be in reverse order of lay off.
Procedure: Employee will be notified by registered mail.
Employee will have 5 working days to report.
No response - considered a quit
3. If a bus route is eliminated, the driver of that route may:
 - a. exercise seniority rights by bumping another driver under them for their run.
 - b. be assigned an open route
 - c. be a substitute until first opening
 - d. refusal of these options will be considered a resignation.

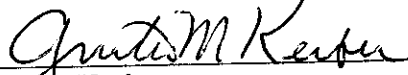
Article 14 Negotiation Procedures

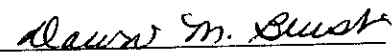
Drivers shall elect a negotiation and grievance committee. The committee's sole responsibility and authority is to represent the drivers in contract negotiations and grievances.

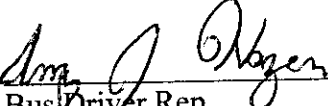
Article 15 Length of Contract

Contract terms are effective July 1 to June 30 and this agreement shall be for a three year period from July 1, 2009 to June 30, 2012.

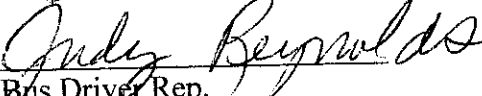

Bill Bauman


Anita Kerber


Dawn Buist


Bus Driver Rep.


Bus Driver Rep.


Bus Driver Rep.