

## AGREEMENT

This agreement is entered into, November 9, 2020 by and between the Elk Rapids Schools, hereafter referred to as the “Board” and the Elk Rapids School District Transportation Association, herein after referred to as the “Association”. The Agreement shall be effective from, November 9, 2020 and continue in full force and effect through, August 31, 2021.

### ARTICLE 1 – RECOGNITION, EMPLOYEES COVERED

#### 1.1 Employees Covered

Pursuant to, and in accordance with, all applicable provisions of Act 379 of the Public Act of 1965, as amended, the Board does hereby recognize the Association as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all full-time and regular part-time bus drivers, excluding all supervisors and all other employees.

#### 1.2 New Position

Any new position created during the life of this Agreement will be added to the Association, providing it is similar to a position heretofore recognized.

#### 1.3 Nondiscrimination

It is the continuing policy of the employer and the Association that they shall not discriminate against any Association member on the basis of race, sex, creed, color, national origin or age.

### ARTICLE 2 – ASSOCIATION REPRESENTATION

#### 2.1 Association Representatives

The Association shall advise the Board in writing of the names of all committee members and association officers within ten (10) days of their election or appointment. The Association shall have the right to call in a representative of MERC at anytime, provided it does not interfere with the employee’s work.

#### 2.2 Grievance Committee

The Association shall elect or select two (2) persons, one male and one female, to represent their members as the grievance committee.

#### 2.3 Processing Grievances

The Grievance committee shall act as stewards and may process or investigate a grievance and /or complaint at his or her discretion after notifying the Employer.

#### 2.4 Bulletin Boards

The Board agrees it will furnish a bulletin board in the driver’s ready room for the purpose of posting Association notices.

## ARTICLE 3 – GRIEVANCE PROCEDURES

### 3.1 Definitions (All days herein refer to working days, unless otherwise noted)

3.1.1 A grievance is a claim by one or more employees that there has been an alleged improper application or violation of this agreement.

3.1.2 An aggrieved employee is the employee(s) who is directly affected and, therefore, will make the claim.

3.1.3 In this Article, the term “employee” may also mean “Association” when the Association grieves on behalf of members of the Association who, because of extenuating circumstances, are unable to represent themselves.

### 3.2 Grievance form

Any grievance presented in writing by an employee shall include the following:

1. Specific statement of facts giving rise to the alleged violation.
2. Section or subsection of this contract alleged to have been violated.
3. Date of alleged violation.
4. Relief requested.
5. Signature of the grievant.

### 3.3 Procedure

Step 1: An employee has five (5) days after they become aware of, or could reasonably have become aware of an event upon which a grievance may be filed to orally discuss the matter with their immediate supervisor, who will attempt to resolve the matter informally. If the aggrieved employee is not satisfied with the oral disposition of the grievance by their immediate supervisor, the employee may request that the grievance committee meet with the supervisor for further discussion of the matter. If discussion by the grievance committee does not resolve the matter, the employee or grievance committee may pursue the matter by filing a grievance in a written form with their immediate supervisor within five (5) days of such discussion. The immediate supervisor shall return his written response within five (5) days thereafter to the grievance committee.

Step 2: If the Association or the aggrieved employee is not satisfied with the disposition of the grievance at Step 1, notification within ten (10) days thereafter shall be transmitted to the Superintendent. He/she shall then meet at a mutually satisfactory time with the aggrieved and the grievance committee to discuss the matter. The Superintendent will respond to the Association with a written answer within ten (10) days of such meeting. Either party shall have the right to have present at such meeting representatives who may have knowledge of the matter and who may be helpful in reaching a resolution of the matter.

Step 3: In the event the grievance is not satisfactorily settled in step 2, the Association or the Superintendent may request a hearing before the personnel committee as herein provided for in this agreement. The party desiring a hearing must notify the other party of such desire within ten (10) calendar days of the day the written disposition was given or due under the last step of the grievance procedure provided for in this agreement. In the event that party should fail to provide such written notice, the matter shall be considered as settled on the basis of the disposition made in the last step of the grievance procedure.

The personnel committee shall have no power to add to or subtract from, or modify, any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this agreement is in full force and effect between the parties. The personnel committee shall issue its written disposition within (10) business days of its hearing.

If the aggrieved employee is not satisfied with the decision by the personnel committee in Step 3 they may pursue arbitration, independent of the Association, at their own expense by filing a demand for arbitration with the American Arbitration Association within ten (10) calendar days of the date of the personnel committee's disposition of the grievance. This demand for arbitration shall conform to the rules of the American Arbitration Association which shall govern the arbitration proceeding. The arbitrator shall have no power to add to, subtract from or modify, any of the terms of this agreement or any supplementary agreement while this agreement is in full force and effect between the parties. The parties shall share the expenses, of the arbitrator, equally. Each party shall make arrangements for the pay and expenses of witnesses, which are called by them.

There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Association and the Board.

#### 3.4 Time Limits

If the time limits contained within the grievance procedure are exceeded by the Association, the grievance shall be considered settled on the basis of the last answer given by the Board. If the time limits are exceeded by the Board's representative, the grievance shall be considered granted. The time limits in the grievance procedure may be extended by mutual agreement in writing.

#### 3.5 Disclosure

At all steps of the grievance procedure, the grievant and the Association representatives shall disclose to the Board's representative a full and detailed statement of facts relied upon and the remedy sought, and the provisions of the Agreement relied upon. In the same manner, the Board's representatives shall disclose all facts relied upon by the employer.

#### 3.6 Claims for Back Wages

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned in the event it is determined there was a misinterpretation or violation of the contract by the Board.

### **ARTICLE 4 – SPECIAL MEETINGS**

#### 4.1 Special Meetings

Special meetings will be scheduled by the Association President, Grievance Committee, or the Board, or it's designated representatives upon request of either party.

#### 4.2 Building Use

Duly authorized representatives of the Association shall be permitted to transact official Association business on employer property at all reasonable times provided this shall not interfere with or interrupt normal operations.

## ARTICLE 5 – DISCHARGE AND DISCIPLINE

### 5.1 Discharge

In all instances in which the Employer concludes that an employee's conduct justified discharge, he /she shall be suspended for not more than three (3) days except that no prior discipline or warning need be imposed before he/she is discharged if the misconduct is so aggravated, in the opinion of the employer, as to require immediate discharge or the cause of discharge is dishonesty, drunkenness, recklessness, harassment of students or staff, gross negligence, being under the influence of drugs or intoxicating beverages while on duty. However, the Association reserves the right to argue the reasonableness under Article 3 of this Agreement. Discharge must be by prior written notice to the Association Grievance Committee and employee. The Employee or the grievance committee may request an investigation as to his/her discharge. A grievance must be filed within three (3) days unless an extension of time limits has been agreed to in writing. No Association member shall be disciplined without just cause. The employer reserves the right to go to any step if they believe the employee has exhibited conduct requiring immediate and serious consequences.

#### Steps for Discipline

1. Verbal Warning
2. Written warning/reprimand
3. 2<sup>nd</sup> written warning/reprimand (days off with or without pay)
4. 3<sup>rd</sup> written warning/reprimand (days off with or without pay)

### Hearing

During a period of suspension, the employee may, if he/she believes they have been unjustly dealt with, request a hearing and statement of the offense before representatives of the Board and the grievance committee present. At such hearing the facts concerning the case shall be made available to both parties. The Board shall conclude whether the discharge shall be implemented or the suspension shall be extended, reduced or revoked. The Board shall only be involved as indicated in Article 3 of this Agreement.

### 5.3 Written Documents and Meetings

5.3.1 The Board agrees that it's Superintendent, or his designee, will provide to the grievance committee a copy of any written comment implementing the discipline and/or discharge of an employee within the Association.

5.3.2 The Board agrees to provide a facility in which an employee disciplined and/or discharged may meet with an Association representative before they are required to leave the premises. The employee shall have the right to Association representation during the disciplinary process.

### 5.4 Appeal

Should the employee or the Association consider the discharge or suspension to be improper, a grievance may be submitted by the employee in writing at Step 2, of Article 3 within three (3) days following the action.

#### 5.5 Use of past Record

To be fair and consistent, discipline shall follow a progressive pattern, unless the employee's actions are serious enough, in the eyes of the employer, to warrant immediate discharge as outlined in Article 5.1

### **ARTICLE 6 – PROBATIONARY PERIOD**

6.1 The probationary period for each new employee shall be forty (40) workdays of employment for that employee.

6.2 During the probationary period an employee shall not be eligible for employee benefits. After an employee has successfully completed his probationary period of employment, he shall become a regular full-time or regular part-time employee.

### **ARTICLE 7 – SENIORITY**

#### 7.1 Definition

The word "seniority" means service in the employ of the Employer from the date the employee is approved by resolution for hire by the Board of Education.

#### 7.2 Probationary Employees

7.2.1 There shall be seniority among probationary employees when bidding for routes or extra duty trips.

7.2.2 When an employee finishes the probationary period the employee will be granted full seniority as defined in Article 7.1.

#### 7.3 Seniority List

7.3.1 The Seniority list for the Association will show the name, starting date and job title

7.3.2 The Board will provide a copy of the seniority list to the Association President on September 15 of each year.

#### 7.4 Loss of Seniority

Seniority shall be lost for any of the following reasons:

7.4.1 If the employee resigns.

7.4.2 If the employee retires

7.4.3 If the employee is discharged for just cause and not reinstated.

7.4.4 If the employee is absent for three (3) consecutive days without submitting a reasonable excuse acceptable to the Employer. Allowances will be made for emergency situations.

7.4.5 If the employee does not return to work from leave of absence within three (3) working days after the leave expires, without submitting a reasonable excuse acceptable to

the employer, the employee will be terminated. Allowances will be made for emergency situations.

7.4.6 If the employee is laid off for more than thirty-six (36) months.

7.4.7 If the employee does not return to work within five (5) working days after the date of recall from layoff, without submitting a reasonable excuse acceptable to the Employer. Allowances will be made for emergency situations.

7.4.8 If employee is granted a leave of absence, no seniority is accrued for the period the employee is on approved leave of absence.

## **ARTICLE 8 – LAYOFF AND RECALL**

### 8.1 Definition

The definition of word “layoff” means a reduction in the number of Association members employed by the Board within their classification for any reason with recall rights.

### 8.2 Layoff Procedure

In the event a reduction in work force requires a layoff of employees within a classification, the following procedure will be used:

8.2.1 Employees shall be laid off according to seniority, i.e., the least senior employee shall be laid off first.

8.2.2 Employees to be laid off will receive at least seven (7) calendar days’ notice.

8.2.3 In the event an Association member who has seniority, has his or her position eliminated, he/she will be given an opportunity to displace any Association member with less seniority.

### 8.3 Recall Procedure

In the event a job opening occurs while employees are laid off, the following procedure will be used:

8.3.1 The Board agrees it will not hire new employees while employees are laid off. The Board will recall employees in reverse order of their layoff.

### 8.4 Notice

Notice of recall shall be sent to the employee at the last known address by registered or certified mail if not reached by telephone.

## **ARTICLE 9 – FILLING JOB VACANCIES**

### 9.1 Vacancies

All vacancies or newly created positions within the Association shall be filled on the basis of seniority, and qualifications. Qualifications include, but are not limited to, work record, including evaluations, attendance, training, background and other relevant factors, etc.

### 9.2 Internal Posting

The Board shall notify the employees of newly created or vacant positions to be filled internally by: (1) posting said position in driver ready room for five (5) days or: (2) upon mutual consent from the Association, an expedited posting may occur by, the supervisor

canvassing the employees by seniority. Any employee may indicate his/her interest immediately to the Supervisor by written or verbal notice. If the five (5) day posting procedure is used, the opening will be filled within 20 working days after the five (5) day posting period has ended.

#### 9.2.1 Board Posting

If there is still a vacancy, after 9.2 above, the hiring policy of the Board will be implemented. The vacancy shall be filled within 20 working days thereafter.

### 9.3 Transportation:

9.3.1 "Full Time" is defined as a driver who has a regularly scheduled AM and PM run per day.

9.3.2 A "Part Time" is one regular scheduled run per day.

9.3.3 "Route" is defined as a driver's regular daily schedule.

9.3.4 A "run" is defined as the AM, PM, and/or midday, portion of a driver's route.

### 9.4 Annual vacancy bidding:

A route selection meeting will be held by August 20<sup>th</sup> of each year. The Transportation Director will notify the drivers in advance by mail two weeks in advance of the meeting.

9.5 At the route selection meeting, the supervisor shall provide to each regular driver: a list containing the route numbers, driver, and hours per day on this route at the end of the year. All changes in routes and runs, stops eliminated or added, students eliminated or added, and any other information, which pertains to the route selection and is available at the time of this meeting, shall also be provided.

9.6 At the route selection meeting, drivers will choose their regular runs/routes according to seniority, the most senior driver will choose first.

9.7 Drivers will be paid for the route selection, meeting and route preparation.

9.7.1 Routes unchanged will be paid at (4) hour's minimum.

9.7.2 Changed runs will be paid for the time necessary for proper and complete preparation prior to the first day of school, per supervisor approval. Maps and student list maintenance shall be completed by the Transportation Office with a post card being mailed out not less than one week before the start of school year.

9.7.3 All drivers will receive a preliminary list of students and maps one week before the first day of school. It is understood that the student lists and maps will change regularly. It is the responsibility of the Transportation Office to inform the drivers when there are changes and print out updated student lists and maps when needed. The regular drivers and substitute drivers will have current information from which to work. All drivers must turn maps in to the Transportation Supervisor at the end of the school year.

9.8 Kindergarten runs will also be chosen by seniority after the regular runs. If a driver chooses another AM & PM run that driver has the option to keep all or part of their Kindergarten run.

9.9 Sports runs will be offered to the regular drivers according to seniority. The most

senior driver may choose any sport during the year first, and then the second most senior may choose any sport during the year, and so on through the list. The most senior driver will choose a second sport, and so on, until all of the desired sports have been bid. All regular drivers will be eligible for these runs.

- 9.10 A temporarily vacated run for more than five (5) days shall be given out according to seniority, starting with the most senior driver.
- 9.11 Extra trips (sports runs and field trips) will be posted as they come in and shall be dated with the posting date. With the understanding that a driver's regular route is of primary importance, drivers will sign the trip board by Wednesday at noon. The Transportation Supervisor will ensure these trips will be given out on a continuous rotational basis using the seniority list, initially starting with the most senior driver. Other available hours, other than trips, will be posted on the board and assigned in the same manner that trips are. It is understood that a driver may schedule to fill in his/her hours to a maximum of forty (40) hours a week, however a driver may schedule overtime if approval is received from the Transportation Supervisor in advance. Substitute bus drivers will be awarded a trip/hours only when no member of the Association bids for it or when a trip/hours will put a regular driver into overtime, or under emergency conditions.
- 9.12 Trips for which the Transportation Supervisor has 24 hours or less to fill shall be posted as "Urgent Trips" on the Transportation Board which is used for announcements, and may be assigned to the most senior Association member who signs for them by the deadline.
- 9.13 Drivers will use their regular buses for sport and field trips unless directed by the Supervisor to use a different one.
- 9.14 For all extra trips the drivers will be notified three (3) hours in advance of cancellation or they will be paid ½ of the scheduled trip. Whenever a driver shows up for a trip and the trip has been cancelled, the driver will be paid in whole for the trip. If a trip is cancelled or postponed, the driver originally awarded the trip shall have the right to the re-scheduled trip.
- 9.15 Drivers while on an extra trip will be allowed to leave the event site for a meal and/or fueling when the distance of the event warrants it. Other reasons for leaving the event site will need prior approval by the Transportation Supervisor. When the driver is away from the event site, he/she will leave his/her cell phone number with the teacher/coach and report back to the site at the agreed upon time. Drivers will not participate in extra activities while being paid during an extra duty trip. Extra activities include, but are not limited to: golfing, skiing, bowling or playing tennis.
- 9.16 All extra trips will have a 10-minute pre-trip and 10-minute post trip inspection when the event is longer than the two-hour minimum unless the trip is directly after a previous run or trip. When the trip backs up to either end of another run, the pretrip will not be paid.
- 9.17 Meal allowances will be provided to drivers if on an extra trip of three (3) hours or



more. When a meal allowances apply, drivers will be reimbursed according to the following limitations: Breakfast: up to \$8.00, Lunch: up to \$10.00, Dinner: up to \$15.00. Cash register receipts shall be required for reimbursement. Only the actual amount spent shall be reimbursed.

9.18 Transfer Outside the Association

If an employee transfers to a supervisory position under the employer not included in the Association, and thereafter, within one (1) year, transfers back to a position within the Association, he/she shall have accumulated seniority while working in the position to which she/he transferred.

9.19 Job Descriptions and classifications

The employer has the exclusive right to establish job descriptions. Job descriptions shall be written and given to the employee. Copies, upon request, shall be provided to the Association President. If the request for job descriptions is not produced by the supervisor, the superintendent will follow up on the request with the supervisor.

**ARTICLE 10 – FILLING TEMPORARY VACANCIES**

10.1 The parties hereto agree that the hiring of casual employees is a management right, responsibility and discretion.

10.2 When the temporary vacancy is closed, the employee affected will return to his/her former position.

**ARTICLE 11 - LEAVES WITHOUT PAY**

11.1 Leaves

Leaves of absence for not less than one (1) year may be granted by the Board or it's designee without loss of seniority. The Board hereby agrees to full compliance with all provisions of the Family Medical Leave Act. Drivers with approval from the supervisor, may elect to take up to five (5) working days off without pay and will maintain their current school position and seniority.

11.2 Application for Leave of Absence

An application requesting a leave of absence must be submitted to the superintendent not less than two (2) week prior to the time the leave is to commence, provided however, in personal cases exceptions may be granted by the Superintendent. The request for the leave of absence must be in writing setting forth the reasons for the leave of absence and the estimated length of time, and, if requested verification as to the use of the leave of absence must be submitted. Any extensions of leave of absence shall be handled in the same manner as the request for regular leave.

11.3 Returning from Leave

11.3.1 An employee granted a leave under the provisions of this article shall return to his/her same position worked at the time the leave was granted, unless the position no longer exists, in which case the employee shall return to an equivalent position.

11.3.2 Employees returning from leave of absence must submit notification of return to work in writing at least thirty (30) days prior to the date of return. Failure to submit in writing an employees intent to return to work prior to the thirty (30) day deadline, will result in immediate termination of their employment with the district.

11.3.3 Employees returning from Medical Leave may be required to provide certification of their ability to return to work.

**ARTICLE 12 - LEAVE WITH PAY**

12.1 Sick Leave

12.1.1 Each employee shall be granted 10 days of sick leave per year at their regular rate of pay. Employees may accumulate up to 200 sick leave days.

12.1.2 The Board shall retain the right to require a doctor's statement concerning any illness.

12.1.3 Sick leave may be taken as either a half day, third of a day, or full day at the request of the employee, upon proper notification to, and approval of, the immediate supervisor.

12.1.4 Sick leave may be used for personal illness or illness of spouse, child, stepchild, mother-in-law, father-in-law, or parent, or for doctor's appointments.

12.1.5 Part-time employees who have accumulated sick leave and move to a full time position shall have their sick days prorated.

12.2 Personal Days

12.2.1 Each employee shall be granted two (2) personal days per year, payable at their regular rate of pay. Request for this leave shall be submitted at least two (2) days in advance to the employee's immediate supervisor, if possible.

12.2.2 Leave immediately prior to or following vacations shall not be granted except with the approval of the Superintendent of schools.

12.2.3 Unused personal days can be accumulated to a maximum of five (5) personal days.

12.2.4 Unused personal days over five (5) will be added to an employees personal sick bank.

12.2.5 Part-time employees who have accumulated personal days and move to a full-time position shall have those personal days prorated.

12.3 Court Appearance

Other leaves with pay are absences for court appearances as a witness, when subpoenaed, except as a result of another job. Paid leaves of absence will be granted for jury duty. Any compensation received by the employee in the form of witness fee or jury pay shall be given to the Employer to offset wages paid.

12.4 Bereavement Leave

An employee may be allowed up to five (5) days off, with pay, for bereavement leave for a death in the immediate family. The immediate family shall be defined as follows:

husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, grand parents and siblings-in-law. Requests are to be made to the employee's immediate supervisor at least two days in advance of the requested day(s) of leave when possible. If more than five (5) bereavement days are needed, more may be granted by the Superintendent.

12.5 Severance Pay/Longevity Pay

12.5.1 The employee's severance pay shall be based on one-half (1/2) of the employee's regular daily base pay when they terminate their employment for each day of accumulated sick leave, not to exceed one thousand, five hundred dollars (\$1,500) by the district.

12.5.2 The employee's longevity pay will be seventy-five dollars (\$75) per year not to exceed a total of one thousand, five hundred dollars (\$1,500).

12.5.3 In case of death, accumulated sick leave to a maximum of one thousand, five hundred dollars (\$1,500) shall be paid to the employee's beneficiary.

12.5.4 Qualifications for severance/longevity pay are:

- a. Have ten (10) years employment in the Elk Rapids Schools.
- b. Resign or retire in good standing from the Elk Rapids School District.
- c. Employees terminated by the school district are not eligible for severance/longevity pay.
- d. The employee shall notify the Superintendent of Schools thirty (30) days prior to their last day of employment of their intent to retire or resign.
- e. Only one severance package will be allowed per employee if they qualify under this subheading, 12.5.4 a through e.

12.6 Sick Day Incentive

Transportation Department members may earn and accumulate compensation days each semester in accordance with the following schedule:

0 sick days used = 1.0 compensation day

1 sick day used = .5 compensation day

Compensation days will be reimbursed at the member's regular daily rate. A list will be managed by the Transportation Supervisor to verify sick/compensation/personal days.

Drivers may earn and accumulate compensation days each semester in accordance with the following schedule:

0 sick days used      1.0 day earned

1 sick day used      0.5 day earned

**ARTICLE 13 – HOURS OF WORK**

- 13.1 The normal workday and schedule for all employees shall be established by the Board or its Superintendent based on the needs and resources of the district. Changes in time in the normal workday schedule averaged for twenty (20) consecutive workdays will be the new normal workday schedule for that employee.

13.2 Transportation:

13.2.1 “Pre-trip” duties shall include, but are not limited to, the tasks listed on the “Driver’s Daily Report”, phone calls, normal map and student list maintenance, individual meetings of less than fifteen(10) minutes, etc. during the school year. If for some reason the driver needs to change to another vehicle due to circumstances, he/she may be provided 10 additional pre-trip minutes.

13.2.2 “Post-trip” duties shall include, but are not limited to, pre-trip duties, verifying that the bus is completely vacated, fueling, picking-up belongings left on the bus, sweeping, emptying trash, updating the driver’s log, and washing or clearing the rear windows.

13.2.3 All runs will be paid a minimum of two (2) hours.

13.2.4 All regular runs will have a 10 minute pre-trip paid inspection. If the driving time of a run is less than 1:45 (one hour forty-five minutes) the pre trip inspection time is included in the 2-hour minimum. If the driving time is established in September as being greater than the 1:45 (one hour forty-five minutes) then the run will be established at that time plus the 10 minute pre-trip inspection, and shall be the minimum paid time for that run, until that run changes in length for the average of a period of twenty (20) consecutive work days.

13.2.5 All runs will be paid on the hourly scale in this Agreement.

13.2.6 Only the last run of the day will have a 10 minute paid post trip inspection, however, when a driver must move to another bus for any reason, he/she shall be paid for both 10 minute post trip inspections.

13.2.7 The final bus cleaning of the season will be paid at three (3) hours per bus.

13.2.8 A regular driver will receive his/her regular pay and hours for scheduled Kindergarten and TBA runs, as well as PPI runs, if the PPI Program is scheduled in the afternoon, when school is delayed and/or a half-day occurs.

13.2.9 After four (5) Act of God days if a driver shows up for work and school is cancelled due to an Act of God he/she will get paid in full for that run only. If the Transportation Supervisor determines that a driver was contacted in time for him/her not to show up for his/her run, the driver will be denied payment for that run.

13.2.10 Bus drivers work a minimum of the number of student days per year in the school calendar.

13.2.11 The training rate shall be paid for training, meetings, clerical duties and drug testing. All extra hours during the school year must have pre-approval from the Transportation Supervisor.

## **ARTICLE 14 – OVERTIME**

- 14.1 When a driver has taken a sport for the season, for example tennis, and has given up a trip for that sport because taking the trip would put the driver into overtime, and no substitute driver is available, and all other regular drivers would also be put into overtime by taking the trip, the overtime trip will then be first offered to the driver

assigned to drive for that sport. If the original driver refuses the run, the overtime will then be offered, on the basis of seniority, starting with the most senior driver until the run is assigned.

- a. Overtime assignments will be issued on a weekly basis beginning with the top seniority driver. Once a driver has been assigned overtime in any given week, that driver cannot take another overtime assignment unless the overtime has gone through the entire seniority list. The next week the rotation begins again with the top seniority driver.

- 14.2 Substitute bus drivers will not knowingly be awarded overtime unless all seniority drivers have refused that overtime. Example: an extra run that went too long unexpectedly. Additionally, substitute bus drivers do not accrue seniority and are not eligible for benefits, including but not limited to insurances, holiday pay, sick/personal days, snow days, uniforms, rights to overtime and rights to continuing employment.

### **ARTICLE 15- HOLIDAYS**

#### 15.1 Eligibility for Holiday Pay

All employees shall be paid at their regular rate of pay for the following holidays:

- |                           |                   |                 |
|---------------------------|-------------------|-----------------|
| 1. Labor Day              | 5. Christmas Day  | 9. Memorial Day |
| 2. Thanksgiving Day       | 6. New Year's Eve |                 |
| 3. Day After Thanksgiving | 7. New Year's Day |                 |
| 4. Christmas Eve          | 8. Good Friday**  |                 |

\*Fourth of July – Paid Summer Help Only.

\*\*Good Friday – Paid only if school is not in session (non-school day)

### **ARTICLE 16 – ACT OF GOD DAYS**

- 16.1 When school is closed or delayed because of an “Act of God”, Transportation Employees are excused from reporting on such days but shall suffer no loss of pay for the Act of God days. Drivers will be informed of school cancellations and/or delays as soon as reasonably possible after the decision has been made to delay or cancel. If the driver is in route when contacted, he/she may be paid for that scheduled run. Employees shall be paid for up to five (5) days of Act of God time.

### **ARTICLE 17 – HEALTH INSURANCE**

- 17.1 The Board agrees to pay for the health insurance premium of the employee(s) and his or her eligible dependents. The program will be Priority Health POS Plan 1350/2700 (in-network) or a different Plan that is mutually agreed upon. Dental & Vision to be attained from MESSA or different plan that is mutually agreed upon.

The Bus drivers agree to a 30% co-insurance payment on their insurance package and follow current pertinent legislation, which refers to the following:

Senate Bill Number 7 (2011 PA 152) requires a default position on a maximum total medical costs to be paid by the school district. The default position maximum medical costs to be paid by the district are as follows:

| Calendar year 2020   | Calendar year 2021 |
|----------------------|--------------------|
| Family = \$18,596.96 | \$19,210.66        |
| Couple = \$14,260.37 | \$14,730.96        |
| Single = \$6,818.17  | \$7,043.89         |

The bus drivers will make payment utilizing the 30% payment or default position on maximum medical costs. The higher payment option will determine the medical costs.

The Board will provide vision and dental coverage at the current level.

a. Cash in lieu for family ends when the youngest child attains the age of 26.

17.2 Hourly Insurance requirements

17.3 For an employee to be covered for this insurance, they must be assigned a minimum of two regularly scheduled A.M. and P.M. runs per day and work a minimum of thirty (30) hours per week during the school year. **Any employee under this who begins their first driving season as of or after September 1, 2014 and works under 30 hours per week will not be eligible for health insurance or cash-in-lieu.**

17.4 The hours listed on the employee's pay-slips will be used as the weekly insurance qualification with the following inclusions;

17.4.1 All school breaks such as winter and spring break will be considered as a driver's normal hours worked towards insurance.

17.4.2 In-service days that were previously ½ days and were changed to full days off will also be considered as a driver's normal hours worked towards insurance.

17.5 It is the responsibility of the drivers to monitor their own weekly hours and ensure they have worked enough to continue to qualify for insurance benefits.

17.6 If a driver falls short of the required hours in any week, that driver will have one month (30 calendar days) in which to work enough extra hours to increase their average up to at least thirty (30) hours per week for the week they were short and each succeeding week thereafter.

17.7 If a driver fails to bring a short insurance week up to the thirty (30) hour minimum needed in the thirty (30) calendar day time limit, the driver will lose their insurance benefit immediately and insurance paid for, by the employer, will not be

available until the next insurance anniversary date in September of the following contract year.

- 17.8 For those not needing health insurance that qualify, who do not elect to receive the health insurance may apply the “cash-in-lieu” amount found in Appendix A. However, in the event a driver averages between 25 and 30 hours, the following “cash-in-lieu” payment schedule will be used:

25 hours = 83.3%  
26 hours = 86.7%  
27 hours = 90.0%  
28 hours = 93.3%  
29 hours = 96.7%  
30+ hours = 100%

Reductions in “cash-in-lieu” will be spread evenly over the remaining scheduled pay dates within the current fiscal year. The “cash-in-lieu” adjustment is based on time rendered from 9/1/15 and onward through the last day of school in June 2016. If the average hours worked in the second semester vary from the average of the first semester, a final adjustment will be made on the last June pay date.

Of the premium amount they are qualified for to apply to:

- 17.8.1 Dental insurance premiums;
- 17.8.2 Vision insurance premiums;
- 17.8.3 Term Life Insurance;
- 17.8.4 A partial payment for any available health insurance program, 2 party or full family. In any case the employee will be responsible for the payment of premium in excess of the Board contribution;
- 17.8.5 An existing annuity program; and
- 17.8.6 Section 125 cash option.

17.9 Worker’s Compensation

All employees covered by this Agreement are covered by Workmen’s Compensation as required by State and Federal law, which provides certain benefits for those with a work-related illness and/or injury. The employee(s) shall promptly refer any medical bills in connection with a work-related illness and/or injury to the Board for disposition of payment. In emergency situations, the employee’s supervisor shall make arrangements to transport the injured or ill employee(s) to the nearest doctor providing emergency medical treatment. The doctor must be notified, if possible, by the employee that his/her injury or illness may be work-related so that all bills for treatment can be referred directly to the Board for disposition of payment.

**ARTICLE 18 – HEALTH AND SAFETY**

- 18.1 The Employer and the Association will cooperate in the continuing objectives to

eliminate accidents and health hazards for the safety and health of its employees during their hours of employment. The Employer will comply with all Federal and State safety laws.

18.2 Physical exams: Exams required, by the Department of Transportation, will be paid for by the employer. The Employer reserves the right to choose the physician that performs the exam. Each driver must obtain physician approval by the Supervisor prior to the exam. Failure to obtain Physician approval will result in the driver being responsible for the cost of the exam, and a possible re-exam by an approved physician.

18.3 Physical exams must be completed at least every two years.

### **ARTICLE 19 – WAGES**

#### 19.1 Wage Scale

The wages shown in Appendix A will be part of this Agreement

### **ARTICLE 20 – STRIKES AND LOCKOUTS**

#### 20.1 No Strikes

The Association, nor any person acting in its behalf, nor any individual employee will cause, authorize, support or take part in any strike (stoppage of work) for the life of this Agreement.

#### 20.2 Lockouts

The Employer agrees that during the life of this Agreement there shall be no lockouts of employees.

### **ARTICLE 21 – GENERAL CONDITIONS**

#### 21.1 Contracts

The Employer, at its expense, will provide to each of its employees a contract, insurance and pension agreement within four (4) weeks after the contract has been signed between the parties.

#### 21.2 Benefits Notification

By September 15 of each year, the Employer will provide for each employee a list containing the amount of accumulated sick and personal days and compensation hours. A copy of benefits will be forwarded to the employee. A posting of the aforementioned benefits will be up to date, correct and placed on the drivers information board.

21.3 The cost of renewing and maintaining Commercial Drivers' Licenses for regular drivers will be reimbursed by the district.

#### 21.4 Meetings



Any meetings at which the attendance of the employees is required will be paid for all hours at their training rate of pay.

21.5 Uniforms

Transportation employees shall receive two (2) new driver jackets every three years. One jacket will be a spring/fall weight jacket, and one a winter weight jacket.

21.6 Current Elk Rapids Schools bus drivers will receive training in First Aid/CPR on a yearly basis and the training will be paid by the school district.

**ARTICLE 22 -EMPLOYEE EVALUATION**

22.1 Monitoring

All monitoring or observation of the work of each Association member shall be conducted in person and with the full knowledge of the Association member.

22.2 Observations

Part of the employee evaluation shall be by formal observation of the employee's work. Observations shall be for periods of time that accurately sample the employee's work. Each observation will be preceded by at least a forty-eight (48) hour notice.

Each employee upon being hired or at the beginning of the school year, whichever is later, shall be informed of the specific criteria upon which he/she will be evaluated.

Work outside of the employee's normally assigned duties shall not be evaluated. Evaluations shall be conducted by the employee's immediate supervisor.

22.3 Written evaluations

If the employee disagrees with the evaluation, he/she may submit a written response that shall be attached to the file copy of the evaluation in question.

If a supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall the ways in which the employee is to improve, and the assistance to be given by the employer towards improvement. In subsequent observations, failure to note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

22.4 Evaluation Conferences

Following each evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. An employee may submit additional comments to the written evaluation if he/she desires. All written evaluations are to be placed in the employee's personnel file.

22.5 Termination

If an employee is terminated, the Employer will advise the employee of the specific reasons in writing, with a copy to the association.

22.6 Conclusion

Each evaluation shall include at the conclusion of the report the statement: "The work performance of this Association member is \_\_\_\_\_satisfactory, \_\_\_\_\_unsatisfactory (check one)." The content of evaluations will not be subject to the grievance process.

22.6.1 Employee evaluations will be completed and given to the employee prior to June 15<sup>th</sup> of each year.

22.6.2 Employees will be evaluated based on their job description and daily performance.

22.6.3 Two (2) consecutive unsatisfactory evaluations may be grounds for disciplinary action up to and including dismissal.

22.6.4 An unsatisfactory evaluation shall not be subject to the grievance procedure.

**ARTICLE 23 - SUMMER WORK**

23.1 Summer work for the transportation department will consist of:

1. Migrant Transportation
2. Special Education Transportation
3. Field Trips, Sports Trips and all other trips

23.2 All Positions shall be posted and bid according to Article 9. See Job Vacancies. The following exception shall be made for the Migrant Transportation Program: The most senior driver who bids on the Migrant Transportation job shall be subject to approval and evaluation by the Migrant Program Officials. Should the most senior driver who bids on the position not be acceptable to the Migrant Program Officials, the job shall be offered to the next most senior applicant, and so on. In no case shall the evaluation of the Migrant Program Officials become part of the driver's personnel file in the Elk Rapids Schools. The rate of pay for the Migrant Transportation Program shall be \$20.00per hour.

**ARTICLE 24 – MANAGEMENT RIGHTS**

Except as otherwise provided in this Agreement, the management of the Elk Rapids Public Schools and the direction of the working force, including the right to hire, transfer, assign to buildings, promote, suspend or discharge for proper cause, to relieve employees from duty because of lack of work, and to maintain discipline and efficiency of employees, is vested exclusively in the Board, provided that this will not be used for the purpose of discrimination against any member of the Association, nor will it be used contrary to any other provision of this Agreement. Any employee who feels he/she has been aggrieved because of any Employer action in this respect shall have recourse to the grievance procedure set forth in this Agreement.

**ARTICLE 25 – EMERGENCY MANAGER**

25.1 An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4. Note: Inclusion of this language is required by Section 15(7) of the Public Employment Relations Act.

**APENDIX A – DRIVER PAY RATES**

Under this contact all full-time drivers will advance one step on the salary schedule. The salary schedule will be increased by 1% over the amount in the preceding contract.

**Scale Raise: 1%**

| Step | Current Staff - Grandfathered | Step | Hires after '7/1/05 |
|------|-------------------------------|------|---------------------|
|      | Drivers<br>20-21              |      | 2020-21             |
| 1    | N/A                           | 1    | 13.89               |
| 2    | N/A                           | 2    | 14.09               |
| 3    | N/A                           | 3    | 14.29               |
| 4    | N/A                           | 4    | 14.49               |
| 5    | N/A                           | 5    | 14.70               |
| 6    | N/A                           | 6    | 14.99               |
| 7    | N/A                           | 7    | 15.29               |
| 8    | N/A                           | 8    | 15.59               |
| 9    | N/A                           | 9    | 15.91               |
| 10   | N/A                           | 10   | 16.23               |
| 11   | 19.13                         | 11   | 16.55               |
| 12   | 19.49                         | 12   | 16.88               |
| 13   | 19.91                         |      |                     |
| 14   | 20.29                         |      |                     |
| 15   | 20.69                         |      |                     |

TRAINING RATE: current minimum wage

EXTRA TRIPS: Hourly rate of pay for Association drivers will be \$12.62 per hour for 2016/17 and 2017/18. No mileage will be paid for any extra trips.

Cash-in-Lieu Frozen at:

Hired **before** July 1, 2005,

Family = \$6,700 (Six thousand Seven Hundred Dollars)  
 Couple = \$5,700 (Five thousand Seven Hundred Dollars)  
 Single = \$2,600 (Two thousand Six Hundred Dollars)

Hired **after** June 30, 2005,

Family = \$5,400 (Five thousand four Hundred Dollars)  
 Couple = \$4,500 (Four thousand five Hundred Dollars)  
 Single = \$2,000 (Two thousand Dollars)

**ARTICLE 26 – DURATION OF AGREEMENT**

This agreement shall be effective as of November 9, 2020 and shall remain in effect through August 31, 2021.

ELK RAPIDS  
BOARD OF EDUCATION

ELK RAPIDS SCHOOL DISTRICT  
TRANSPORTATION ASSOC.

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_