

**CONTRACT**

**Between the**

**BUCHANAN COMMUNITY SCHOOLS**

**and the**

**BUCHANAN COMMUNITY SCHOOLS  
TRANSPORTATION ASSOCIATION**

**For the period of July 1, 2015 through June 30, 2017**

**Ratified November 16, 2015**

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## **A. General**

### **A1. Recognition**

The Board of Education of Buchanan Community Schools (the "Board") recognizes the Buchanan Transportation Association (the "Association") as the exclusive bargaining representative of all the regular bus drivers, regular substitute bus drivers, and casual bus drivers, employed by the Buchanan Community Schools (the "School District"). School transportation vehicle drivers are excluded from this bargaining unit.

### **A2. Management Rights**

The Board, on behalf of itself and the electors of the School District, reserves to itself all rights, powers, responsibilities, and duties conferred upon it by the laws and Constitution of Michigan and the United States, including but not limited to the following:

- A.** To execute management and control of the School District and its properties;
- B.** To hire, to determine the qualification of and the conditions for continued employment of all personnel covered by this Contract;
- C.** To decide the means and methods for delivering services, including the rights of determining schedules, assignments, materials, and equipment;
- D.** To demote and discipline for cause or transfer or reassign personnel;
- E.** To adopt rules, regulations, or policies which, in its sole judgment, are reasonable and necessary for the efficient operation of the School District, consistent with established policies.

The exercise of the foregoing powers, rights, and duties shall be limited only by the express and specific terms of this Contract.

### **A3. Union Rights**

- A.** The "Association" and its representatives shall have the right to use Employer buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make a reasonable charge therefore. No charge shall be made for use of instructional rooms before the commencement of the scheduled workday or after 6:00 p.m.
- B.** Duly-authorized representatives of the Union and its respective affiliates shall be permitted to transact official Union business on Employer property at all reasonable times, provided that this activity shall not interfere with or interrupt normal School District operations.
- C.** The Association as the exclusive representative of employees within the bargaining unit described in this Contract shall be the only employee organization of/or containing such employees that shall have the right to use and/or have access to Employer facilities and equipment, including

typewriters, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

- D. The Association shall have the exclusive right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit employees may be assigned. The Association may use the internal document delivery service of the Employer in accordance with Board policy, without U.S. Postage, and employee mailboxes for communication to bargaining unit employees.
- E. The Employer agrees to furnish to the Union, in response to reasonable requests, all available information concerning its financial resources and expenditures, including but not limited to: Annual financial reports and audits; names, addresses, seniority, and experience credit of all bargaining unit employees; compensation paid thereto and educational background; all budgetary information and allocations, agendas, minutes, and non-confidential reports of or to all Employer Board meetings; census and membership data; and such other information as will assist the Union in developing intelligent, accurate, informed, and constructive programs or proposals on behalf of bargaining unit employees together with information which the Union may require to process any grievance or complaint.
- F. The Employer shall grant the Association five (5) days of paid leave per year for use of its representatives to conduct Union business or participate in Association activities. On an "as used" basis, the District will invoice the Association for the MPSERS reimbursement cost for the union release time. The Association shall issue a reimbursement payment within 30 days of receipt of the District's invoice.

#### A4. Employee Rights

- A. **Personnel File:** Unit employees shall have the right to inspect their personnel file and to receive copies of items included in their file. They shall also have the right to enter written statements in regards to discipline or evaluations, and to request the inclusion of other documents.
- B. **Just Cause:** No non-probationary regular, substitute, or casual bus driver shall be disciplined, demoted, or discharged except for just cause.
- C. **Progressive Discipline:** Where appropriate, all discipline shall be applied progressively. Disciplinary action shall be in proportion to the seriousness of the violation. Under normal circumstances the disciplinary progression shall be as follows:
  - 1. Verbal warning
  - 2. Written warning
  - 3. Suspension with or without pay

#### 4. Discharge

These disciplinary steps may be repeated or skipped altogether, depending on the seriousness of the offense.

- D. Non-Discrimination/Anti-Harassment:** The provisions of this Contract shall be applied in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, religion, color, national origin, sex, or marital status.

Employees who violate this policy are subject to discipline in accordance with Board Policy.

- E. Protection of Employees:** The Board shall reimburse an employee up to Seventy-Five and No/100 (\$75.00) Dollars for any loss, damage, or destruction through vandalism, or accident of clothing or personal property used on the job of the employee, not covered by the employee's personal insurance when the employee is on duty in the school, or on work-related activity, provided that such loss, damage, or destruction of clothing or personal property was not caused by the individual employee's neglect or by violation of any Board policy or administrative guidelines.

Any case of assault upon an employee by a student or otherwise while at school or en route to or from such work or otherwise directly connected with school work shall be promptly reported to the Board or its designated representative.

The Board's administrative and supervisory personnel shall cooperate fully with law enforcement authorities in connection with the investigation and prosecution of any such offense. If court attendance is required of the employee in connection with the prosecution of any such offense, the employee shall suffer no loss of pay for the absence for such court attendance. The Board shall also reimburse the employee up to but not exceeding Fifteen Hundred and No/100 (\$1,500.00) Dollars for legal fees incurred by the employee on obtaining a legal opinion as to his/her rights and obligations as a result of such assault. The reimbursement of the legal fee will be waived if the employee is at fault as determined by the Employer. This determination is subject to the grievance process.

- F. Equal Application:** The District shall apply all sections of this Contract to all employees in a fair and equal manner.

#### A5. Bargaining Unit Employee Evaluation

- A.** All monitoring or observation of the work of each bargaining unit employee shall be conducted in person and with full knowledge of the bargaining unit employee.
- B.** Bargaining unit employee evaluation shall include formal observation of bargaining unit employee work. Observations shall be for periods of time that accurately samples the bargaining unit employee's work. Each



observation shall be preceded by not less than forty-eight (48) hours' notice. Each bargaining unit employee, upon his/her employment or at the beginning of the school year, whichever is later shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be established by an evaluation instrument agreed to by the Employer and the Association. Work outside of the bargaining unit employee's normally assigned duties shall not be evaluated. The evaluator must affirm the accuracy of any information used to evaluate the employee by direct observation or other reasonable investigation.

- C. All evaluations shall be reduced to writing and a copy given to the bargaining unit employee within ten (10) days of the evaluation. If the bargaining unit employee disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit employee is doing unacceptable work, the reasons shall be set forth in specific terms, and shall identify the specific ways in which the bargaining unit employee is to improve, an appropriate time frame to effectuate remediation, and of the assistance to be given by the Employer for that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- D. Following receipt of the written evaluation, a conference shall be held with the evaluator. The bargaining unit employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit employee may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit employee's personnel file.

At the completion of the probationary period, an evaluation of the bargaining unit employee's work shall be completed, following the procedures of this provision.

- E. If a bargaining unit employee is not continued in employment, the Employer will advise the bargaining unit employee of the specific reasons therefore in writing with a copy to the Association.
- F. All evaluations shall be completely finished by May 15th of each year.

#### **A6. Grievance/Arbitration**

- A. **Definition:** A grievance shall be defined as a claim by any non-probationary bargaining unit employee, group of unit employees, or the Association that there has been a violation, misrepresentation, or misapplication of any provision of this Contract. This Contract shall supersede any Board rule, regulation, or practice which is contrary to or inconsistent with the Contract's terms, except for any matter which is a prohibited or illegal bargaining subject.

- B. Representation:** An employee may assert his/her right to present such grievance directly to the Employer and have it adjusted without the intervention of the Association provided that the adjustment is not inconsistent with this Contract and provided further that the Association is given opportunity to be present at such adjustment.
- C. Non-Grievable Issues:** The grievance procedure shall not apply to:
1. The discharge or discipline of any probationary employee;
  2. Any provision of this Contract which contains an express exclusion from the Grievance Procedure.
- D. Contents:** All written grievances shall contain:
1. An identification of the grievant(s);
  2. The date of the alleged violation;
  3. The specific facts upon which the grievance is based;
  4. The specific provision of the Contract alleged to have been violated;
  5. The specific relief requested;
  6. The date of the grievance;
  7. The signature of the grievant(s).
- E. Informal Conference - Step 1:** The grievant and/or the grievant's representative shall confer with the immediate supervisor or principal within five (5) working days of the alleged grievance with the objective of resolving the matter informally. For purposes of Article A6 (Grievance/Arbitration), the term "working days" shall mean days when school is held for in-District students. For any aspect of the grievance process between the last student day at the end of the school year and the first student day of the next school year, "working days" shall mean those days when the School District's main office is open.
- F. Formal - Step 2:** If the grievance is not satisfactorily resolved at the informal conference, the grievant shall, within five (5) working days of the informal conference, submit in writing the grievance to his/her immediate supervisor or principal. The immediate supervisor or principal shall respond in writing in five (5) working days.
- G. Formal - Step 3:** If the grievant is not satisfied with the disposition of the grievance at Step II, the grievant may appeal, in writing, within five (5) working days to the Superintendent or designee. The Superintendent shall respond, in writing, within ten (10) working days.
- H. Formal - Step 4:** The decision of the Superintendent, if not acceptable to the grievant, may be appealed to mediation through the services of the Michigan Employment Relations Commission. Said appeal must occur within five (5) working days of the Superintendent's response.
- I. Formal - Step 5:** If the grievant is not satisfied with the disposition of the grievance at Step 4 the employee may appeal, in writing, within five (5)

working days of receipt of the decision at Step 4 to the Board of Education. Upon receipt of such request, the Board may hold a hearing or may designate one or more of its members to hold a hearing. Such a hearing is to be held and a final determination submitted in writing to the grievant within forty (40) calendar days after its submission to the Board.

- J. **Formal - Step 6:** The decision of the Board or the committee of the Board shall be appealable to binding arbitration. The arbitrator shall be mutually accepted by the parties. If none can be agreed upon, the Association may file a demand to arbitrate with the American Arbitration Association. The appeal to AAA shall occur within forty-five (45) calendar days from the date the Board decision is received.
- K. The arbitrator shall have no power to add to, subtract from or alter or delete the terms of this Contract; he/she may not change any practice, policy, or rule that is not inconsistent with this Contract; and he/she shall have no authority to substitute his/her judgment for that of the Employer as to the reasonableness or necessity of any such practice, policy, or rule that does not violate this Contract. Further, the arbitrator shall have no authority to rule on the substance of a grievance which is a prohibited or illegal bargaining subject under the Public Employment Relations Act.
- L. The decision of the arbitrator shall be final and binding on both parties so long as that decision is within the authority conferred on the arbitrator by this Contract. The arbitrator's actions and decision shall be consistent with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq. The costs of arbitration shall be paid by the losing party, except in cases of a split award in which case the costs shall be shared equally.

#### A7. Leaves of Absence

- A. **Duration and Reemployment:** Except as required for uniformed services leave subject to the provisions of the Uniformed Services Employment and Reemployment Act, no leave of absence, whether paid or unpaid, may extend beyond one (1) calendar year except by mutual written agreement of the employee and the Board. If an employee fails to, or is unable to, resume active duties within one (1) year of the commencement of the leave, he/she may be permanently replaced, and he/she will then be placed on the recall list for one (1) additional year. If the employee is not recalled to active employment within one (1) year of being placed on the recall list, his/her seniority will be deemed broken and his/her employment will be terminated in accordance with Articles B3,B4.
- B. **Paid Leaves:** The following absences may be taken without loss of pay:
  - 1. **Personal Business:** Two (2) days per year to take care of personal business which is of such a nature that it cannot be scheduled during non-work hours. This leave shall not be allowed on days contiguous to holidays or before or after weekends contiguous to holidays. Personal business leave shall not be used for such

activities as recreation, personal illness, vacation, social functions, shopping, or seeking other employment. A written request shall be submitted to the employee's supervisor (Director of Operations) 48 hours in advance and approval shall be given so long as the requested leave is not used for purposes prohibited by this paragraph. The notification time limit may be waived in cases of emergency by the supervisor. Abuse or falsification of personal business leave is considered just cause for discipline, demotion, or discharge.

2. **Jury Duty:** Employees called for jury duty shall be excused from work and shall receive the difference between the jury duty stipend and their regular salary for each day of jury duty. An employee who reports for jury duty and is excused in time to work at least one-half (1/2) of his/her normal schedule shall report to work.
3. **Job-Related Court Appearance:** An employee who is required to appear for court proceedings related to his/her employment shall be paid for time spent at such proceedings or the job time lost, whichever is greater.
4. **Funeral/Bereavement Leave:** An employee may be allowed up to five (5) days off with pay in the event of death in the immediate family including spouse, parent (step parent), or child (step child). An employee may be allowed three (3) days with pay in the event of death of grandparent, parent-in-law, sister, brother, grandchild. An employee may be allowed one (1) day with pay in the event of death of sister-in law or brother-in-law. An additional two (2) days without loss of pay deductible from personal leave if such leave is available, sick days if available. If such leaves are not available the additional time will be without pay.
5. **Training and Workshops:** Employees may attend such training sessions, seminars, or workshops as the Employer, in its discretion, approves without loss of pay. Consistent with Board policy, employees shall be reimbursed their reasonable expenses for attending such training.
6. **Sick Days:** Accumulated sick days, prior to July 1, 2010, may be used for personal illness, disability or for family illness. Two (2) sick days per Contract year may be used for personal illness/disability or for the illness/disability of an immediate family member. These leave days do not accumulate beyond the contract year. Upon completion of the contract year, employees will receive a lump sum payment of \$75 for each unused sick day for that contract year, capped at \$150.

Employees who are absent and who have no accumulated sick time shall not be paid for those days absent. Proven abuse of sick time or unreasonable use of time-off without pay shall subject an employee to appropriate discipline.

## C. Unpaid Leaves:

1. **Short-Term Leaves:** Employees will be granted unpaid leaves of absence for a period not to exceed thirty (30) working days for the reasons listed below; which, shall continue to accrue during a short term leave and the Employer's contribution toward insurance shall continue during such periods of absence.
  - (a) **Personal Illness:** Necessary absence due to personal illness or disability including disability associated with the employee's pregnancy or childbirth.
  - (b) **Medical Treatment:** Physical examinations, medical, dental, or other health treatments which cannot be scheduled outside of the employee's normal scheduled work hours.
  - (c) **Family Illness:** Two (2) days per year to arrange for the care of a member of the employee's household who is ill or undergoing surgery. This leave shall also apply to the parent of an employee when the employee has primary responsibility for his/her care even though the parent may not be a member of the employee's household.
  - (d) **Court-Ordered Appearance - Not Job-Related:** Leave for court ordered appearance, not job related, shall be considered an excused absence, provided that the affected employee provides proof of such court ordered appearance.
  - (e) **Other Personal Leave:** An employee may apply for other short-term personal leave without pay. Such leave shall be granted only at the discretion of the Business Manager and the immediate Supervisor. If an extension is granted, it must be applied for using the same process.

An employee may be required to submit to a physical or mental examination by a qualified licensed physician at the Board's expense, to submit a doctor's statement verifying illness at the Board's expense, or to submit a doctor's statement verifying the employee has sufficiently recovered from illness or injury to resume his/her duties.
2. **Extended Leaves:** Employees may be granted an extended unpaid leaves of absence for periods in excess of thirty (30) days. Seniority shall not accrue during such extended leave, but seniority accumulated at the start of the leave shall be retained by the employee. The Board's obligation toward insurance premiums shall cease at the end of the month in which the leave commences and will resume at the beginning of the month following the end of the leave. The employee shall be eligible for continued insurance coverage during the leave pursuant to the provisions of COBRA. Whenever possible, leave requests shall be submitted to the

Employer not less than thirty (30) days before the commencement of the requested leave. All leave requests and leave authorizations shall be in writing and each leave must have a beginning and ending date. Employees shall notify the Employer of their intent to return not less than two (2) calendar weeks before the leave's expiration.

- (a) **Child Care Leave:** An employee may request a leave not to exceed six (6) months to provide care for a newborn or newly-adopted child.
- (b) **Uniformed Services Leave:** An employee who enters the uniformed services shall be granted a leave of absence for that period and, at the conclusion of such leave of absence, shall be reinstated in accordance with all applicable provisions of the Uniformed Services Employment and Reemployment Act or other applicable law then in effect.
- (c) **Extended Personal Leave:** Employees may apply for up to six (6) months leave without pay. Such leave shall be granted only at the discretion of the Business Manager and the immediate Supervisor. If an extension is requested, it must be applied for using same process.

3. **Reemployment Before End of Leave:** Reemployment before the end of a leave of absence shall be at the discretion of the Employer.

#### **A8. Maintenance of Standards/Past Practice**

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

All terms and conditions of employment, including wages, hours of work, extra compensation for duties outside regular hours, relief periods, leaves, and general employment condition of all bargaining unit employees, shall be maintained at the time this Contract is signed. However, the Board may change, alter, modify its methods of operation, direction, and supervision of the work force, policies and practices, so long as such change, alteration, or modification does not violate the express terms of this Contract or does not violate a binding past practice which limits the Board's managerial discretion. In this connection, it is expressly understood that in order for a past practice to be binding, the practice must be one which:

- (1) confers a benefit of particular value to the employee;
- (2) has been followed consistently over a period of time sufficiently long that employees may reasonably expect it to continue as a permanent employment condition;
- (3) both the Board and Union have mutually accepted, either expressly or tacitly, as a fixed condition of employment.

**A9. Retirement**

- A. School Employees Retirement Fund:** The Board will contribute its legally required amount to the Michigan Public School Employees Retirement Fund.
- B. Retirement Incentive:** Employees who have attained ten (10) consecutive years of service with the School District shall, upon retirement, receive a retirement incentive bonus. Five (5) retirement incentive days, payable at the rate of forty (\$40) Dollars per retirement incentive day, shall be awarded for the first ten (10) years of service. One (1) additional retirement incentive day shall be awarded for each year over ten (10) up to a maximum of twenty (20), payable at sixty (\$60) Dollars per retirement incentive day. Any accumulated sick days as well as personal business days will be paid to the retiree in accordance with Part B10.C., (Death/Retirement Pay) of this Contract. The benefit shall be paid once.

**A10. Wages**

Employees shall be compensated according to the schedule set forth in Appendix A.

**A11. Insurance**

Employees shall be eligible for the insurance coverages set forth in Appendix B.

**A12. Safety**

The Employer shall make reasonable provisions for the health and safety of its employees during the hours of their employment. The Employer will cooperate with the Association in investigating health and safety conditions and will carefully consider any recommendations made by the Association. The Association will cooperate in assisting and maintaining the Employer's rules regarding health and safety.

**B. Bus Drivers**

**B1. Definitions**

- A. Regular Bus Driver:** A regular bus driver is one who is assigned every day to the same regular routine bus route. During the ninety (90) calendar day probationary period, the regular bus driver may be discipline or discharged with or without cause in the sole judgment of the employer. Upon completion of the probationary period, the regular bus driver is eligible for all benefits under this Contract.
- B. Substitute Bus Driver:** A substitute bus driver is one who is not assigned to a regular bus route. The substitute bus driver must adhere to all qualifications and expectations of a regular bus driver. The substitute bus driver shall be a probationary employee until the ninety (90) calendar day probationary period has expired. During the ninety (90) calendar day probationary period, the substitute bus driver may be discipline or

discharged with or without cause in the sole judgment of the employer. Upon completion of the probationary period, the substitute bus driver is eligible for the following benefits under this Contract: insurance, sick leave.

- C. Casual Bus Driver:** A casual bus driver is a driver called on a day-to-day basis who has not been sent to bus school by the School District. However, the casual bus driver shall have had previous bus training and driving experience. The School District will pay starting level casual bus driver wages to casual bus drivers. Casual bus drivers are considered probationary employees until they have acquired one hundred (100) hours of service to the School District. Before meeting the one hundred (100) hour service threshold, the casual bus driver may be disciplined or discharged with or without cause in the sole judgment of the employer.
- D. School Transportation Vehicle Driver:** A School Transportation Vehicle Driver is defined as a driver who is employed by the School District, but is not part of the bargaining unit, to transport students in vehicles with a rated seating capacity of seven (7) passengers or less, including the driver (MCL 257.1897(2)). School Transportation Vehicle Drivers do not require a commercial driver's license (CDL) Endorsement on their Michigan Chauffeur's License. School Transportation Vehicle Drivers have no seniority under this Contract. School Transportation Vehicle Drivers may only transport students who are attending schools that a regular driver does not already transport to, and who cannot be transported on any other regular route because of time constraints. School Transportation Vehicle Drivers are limited to transporting no more than six (6) students at a time, and cannot be used to transport students for more than 3½ hours per day. School Transportation Vehicle Drivers may not be used if circumstances requiring special transportation are deemed permanent by the School District's Director of Special Education. Permanent shall be defined as meaning there is no alternate placement for a student and it is anticipated that the student's placement will not change until the student moves or is IEP'd into a different program. In this event, a part-time route will be established, posted, and filled according to Section B4 of this Contract.



## **B2. Qualifications**

- A. Applications:** All applications for the positions of regular or substitute bus drivers shall be made with the Director of Operations.
- B. Licensure:** A license valid for the transportation of students under the Michigan Pupil Transportation Act will be paid for by the Board if obtained or renewed while employed as a regular, substitute, or casual driver of the School District. Reimbursement checks shall be delivered to employees within fourteen (14) days of receipt of the bill.
- C. Physical Examinations:**
  - 1. Physical examinations are required by Michigan law and shall therefore be accomplished in a manner consistent with the way the State enforces the law's application.
  - 2. The Board may select physicians in the community certified by the Michigan Department of Transportation to conduct statutorily-mandated certification examinations at the Board's expense.
  - 3. The Board will arrange for direct billing to the School District for all expenses for physical examinations or will promptly reimburse employees within fourteen (14) days of receipt of the bill if a direct billing to the School District cannot be arranged.
- D. Reports:** Bus drivers must be able to prepare routine bus reports that are required by the Director of Operations and must pass all State required examinations.
- E. Qualifications:** Drivers must possess satisfactory patience, judgment, tolerance, and other characteristics necessary to the effective control of bus passengers as determined by the Director of Operations.
- F. Hiring Preference:** Hiring preference shall be given to residents of the School District if other qualifications are met.

## **B3. Seniority**

- A. Seniority Defined:** Seniority shall be defined as the continuous length of service within the School District as a bargaining unit employee. Seniority shall accrue from the starting date of employment as a regular driver or regular substitute driver, but shall not accrue during periods of unpaid leave in accordance with PartA8.C. (Unpaid Leave)of this Contract. If more than one (1) employee has the same starting date, position of the seniority shall be determined by drawing lots.  
  
Each employee shall accumulate seniority rights in the categories of regular driver and/or regular substitute driver.
- B. Loss of Seniority:** Seniority shall be lost for the following reasons:
  - 1. The employee quits;

2. The employee does not report to work on callback within five (5) working days after being notified by registered mail, exceptions being extenuating circumstances which are to be detailed by the employee to the Business Manager;
  3. The employee is discharged for cause;
  4. The employee is on layoff or leave of absence for two (2) calendar years in accordance with Part A8.A.
- C. Substitute Seniority:** Substitute drivers who drive primarily for the School District as subs will begin to accrue seniority after probationary time has been met. The School District shall employ such substitute driver in the next regular driver vacancy on a seniority basis.
- D. Credit/Seniority for Part-Time/Substitute/Temporary Work:** Drivers who accept a part-time or active substitute position because of a work reduction, program elimination, or lay-off shall maintain their seniority and re-call rights for as long as they continue to work for the School District. Drivers accepting regular part-time or active substitute positions will continue to appear on Driver Rosters and shall receive all benefits provided for that position set forth in this Contract.
- Drivers accepting regular part-time or active substitute positions will accrue seniority. They shall be the first to be offered temporary work in their classification.
- E. Seniority During Leave:** Drivers who are granted voluntary leave or lay-off will be credited seniority for any days worked in their qualified Job Category(s) if requested to do so by the School District. All provisions set forth in Part A8 of this Contract shall apply. These persons will not appear on regular, substitute, or over-time rosters until such time as they return to work.

**B4. Assignment Modification/Route Bidding/Bumping**

- A. Vacancy Defined:** A vacancy shall be defined as an opening in any bargaining unit position which has been created by a death, resignation, termination, transfer, or leave of absence if the leave is for a time period in excess of one (1) year. If leave is for less than a year, vacancy shall be filled with a regular substitute driver via seniority.
- B. Filling Vacancies:** No later than ten (10) work days after a vacancy occurs in a regular driver's position, the position vacancy shall be posted for bid for a period of five (5) work days. Any regular driver or regular substitute driver may bid on the vacancy by signing the posting. The position will be awarded to the most senior regular driver who applies, or if no regular driver applies, to the most senior regular substitute driver. The employee who is awarded the job may bump back to his/her previous job within three (3) working days of beginning the new job. If the successful bidder bumps back, the job will be awarded to the next most senior driver who signed the

original posting. Each successful bidder will have the same bump back rights.

If the vacancy occurs during a normal school break, employees shall be notified via first class mail at their last known address and the Association President will be contacted via telephone.

- C. Bumping:** If a regular driver's regular route assignment is altered so as to cause a loss of three (3) scheduled hours per week or if a regular driver's special route assignment is altered so as to cause a loss of five (5) scheduled hours per week, the affected driver may bump on to any route occupied by any less senior driver. Any driver who is bumped may in turn bump on to the assignment of any less senior. The assignment changes will become effective only at the end of the bumping process. The bumping process shall be completed within thirty (30) days of the initial bump.
- D. Summer Work:**
1. All regular daily routine summer routes shall be annually put up for bid and let in accordance with seniority. (If the opening is for six (6) weeks the assignment is for six (6) weeks.)
  2. Special trips will be assigned by extending the regular special trip sheet from the regular school year.
- E. Temporary Assignment:** A regular driver who is temporarily placed in an assignment other than their regular route will be paid for their normal hours of their regular route, at their normal rate, or their actual number of hours worked at their normal rate, whichever is greater.
- F. Route Schedule/Time Conflict:** When a change in the school day or school year schedule (i.e., split sessions, extended calendar, addition or changes in special programs/students) occurs, temporarily preventing the regular driver, whose route would normally transport those students, from doing so, an available regular driver shall be offered that portion of the route creating the conflict, until scheduling again allows for it to be included.
- If a regular driver is not available, such driving shall be offered according to seniority, to those substitute drivers available to transport.
- If such changes are of a more permanent nature and cannot foreseeably be included in the route where they would normally occur, regular drivers who are available shall be assigned taking both seniority and equalization of hours into consideration. This would not prevent the inclusion of this driving time from returning to the regular driver who would normally be assigned, if scheduling became possible.
- G. 1. Newly-Created Jobs:** When the need to hire a new employee to fill a new position within this job classification, the Employer shall notify the Union of such position in writing and shall post notices of such position on all bulletin boards for a period of five (5) working days. Employees desiring

to be considered for such position shall notify their immediate supervisor in writing during the five (5) working day period. The selection of an employee to fill such position shall be made on the basis of qualifications and seniority.

2. Newly-hired drivers needed to fill a regular route position shall be considered when they have finished their probationary time, as stated in Section B, B1, B&C in this Contract.

#### **B5. Layoff and Recall**

- A. Layoff Procedure:** If the Employer determines that layoffs are necessary, regular drivers will be laid off according to seniority. They will be recalled in reverse order of layoff as openings become available. In no event shall a non-probationary employee be laid off if there is a probationary employee working as a regular driver. At the option of the laid off regular driver, the regular driver may be placed on the regular substitute driver list in accordance with their seniority.
- B. Temporary Work:** Employees shall not be required to accept temporary or part-time work in order to retain their seniority.
- C. Layoff Notice:** The Employer agrees to give two (2) weeks' notice of layoff except in unforeseen emergencies beyond the control of the Board.
- D. Bumping:** If a route is eliminated, the driver from the eliminated route will be allowed to bump any driver with less seniority. Drivers who are bumped may also bump drivers with less seniority.

#### **B6. Hours of Work**

- A. Minimum Pay:** Each time a driver makes a regular daily trip, one (1) hour minimum time out will be paid.
- B. Regular Rate of Pay:** Bus drivers shall be compensated at their regular rate of pay for each hour of route preparation service.
- C. Overtime:** All bargaining unit employees shall be paid one and one-half (1½) times their regular rate of pay for all hours worked in excess of eight (8) hours on any given workday.

If the number of employees volunteering for overtime or available to work overtime, as provided above is insufficient, the Employer may assign qualified employees to work such overtime provided such work is of an emergency nature (interruption of school function or facilities) and cannot be postponed. Time and one-half shall be paid for all hours worked in excess of forty (40) hours in any one week and for Saturday, unless Saturday, is part of the regularly-scheduled work week.

Double time shall be paid for all hours worked on Sunday or Holidays outside of the employee's regular schedule.

- D. Inspections and Cleaning:** Each driver will be paid for fifteen (15) minutes

for pre-trip inspections, fifteen (15) minutes for fueling, and two (2)-hours maximum paid for cleaning at the end of the year. Everyday cleaning should be maintained and can be accomplished during “down” time between routes, from which the driver is already compensated.

- E. Substitute Rotation:** At the beginning of each year, substitute driving hours charged each sub driver shall be adjusted to zero. Commencement of choice will begin via sub driver seniority, the most senior sub driver first.

The use of sub driver rotation procedure for all driving shall be each Monday. All known subs driving for the week shall be listed and rotational choices shall be made in accordance with the number of hours accumulated. Lowest number of accumulated hours chooses first.

- F. Substitute/Overtime Charge Lists:** If a substitute or regular driver has been off work, or otherwise assigned, causing a considerable gap in the substitute or overtime charge list, he/she shall return to work and appear on the charge list as having one-quarter (1/4) hour more than the highest person appearing on the list.

## **B7. Special Trip Assignment**

### **A. Notice and Assignment:**

1. **Notification:** Notification of trips for the following week shall occur by furnishing each driver with a trip list, on or before Friday of each week.

**Assignment:** All trips shall be assigned at the routine driver's meeting on the first day of school, at the beginning of each week.

Trip assigned shall include Specific Destination; Group/Class, Sport Teacher/Coach, or Supervisor; number of persons to be transported; pick-up point; estimated return time; Bus assignment; and specific leave time. No trip shall be assigned without this information. Drivers are not responsible for changes in schedules due to weather, misunderstandings, or other events.

**"Drop off and Drop and Return" Trips:** “Drop and Return” trips shall be defined as a trip in which the coaches, and/or adult chaperones and students will be taken to their location and dropped. The coach is responsible for removing all equipment and belongings from the bus. The driver returns to our School District until the designated return time, at which point they return to the drop off location and reload the persons to be transported. This type of trip will be limited to trips for academic, athletic, and indoor events only with an anticipated length of five (5) hours or more with a one way mileage of less than thirty (30) miles as determined by the bus travel sheet posted in transportation and occurring on a Saturday or Sunday.

**“Drop Off Only”** trips shall be defined as trips whereas the coaches and/or adult chaperones and students are taken to a location and left. This designation of “Drop Off Only” must be made at the time of the assignment. Coaches shall be informed prior to each trip that the bus Will Not be staying or returning. The coach is responsible for removing all equipment and belongings from the bus. If a driver takes a “Drop Off Only” trip, he/she will be guaranteed pay equal to the regular route time, or the trip time whichever is greater.

**Non-Duty Time** shall be described as time other than time spent driving the bus or vehicle assigned, periods of time when students are on the bus without a teacher or coach, any time supervising or chaperoning students.

All overtime sections shall apply to duty-free time as well as driving or on-duty time.

2. **Lists:** A list will be maintained of regular bus drivers who will be contacted, beginning the opening day of school each school year, in order of seniority regarding extra trips. Trips will be rotated according to the least number of hours "charged" to a driver. All regular drivers taking trips shall be charged a number of hours equal to the number of hours paid for that trip, including overtime.

Trips which have been changed after the assignment or assigned late shall be charged only to that driver who accepts the assignment. Trips turned back in by a driver after the original assignment shall be charged only to the originally-assigned driver and the driver accepting the assignment. A driver who turns back in four (4) assigned trips in a school year shall not be eligible for any other trips during the remainder of that school year.

3. **Refusal:** Drivers refusing trips will be charged with an equal number of hours on the extra trip chart, and a copy of the charged trip will be available to drivers on Monday of each week throughout the school year.

When a Regular driver takes one (1) whole day off, that driver will not be allowed to come to work for the sole purpose to take a trip. That driver will receive a refusal and be charged the hours for the next assigned trip. However, should the Transportation Supervisor have no other regular driver available, they may call upon this driver to take the trip.

4. **Regular Drivers:** Regular drivers are to be asked to take extra trips before substitute drivers are asked.

5. **Chaperones:** It should be the responsibility of the School District administration to fully inform all adult chaperones, including extra

duty personnel, of the rules and regulations of the buses and the responsibility of the chaperones.

6. **Posting of Hours:** Hours charged to all regular drivers shall be posted weekly. The Transportation Supervisor shall be responsible for making a reasonable effort to distribute special trip hours evenly among regular drivers. Two (2) separate lists shall be posted, one for all Saturday, Sunday or Holiday and one for all other trips. Lists shall be updated on the first student day of each week.
7. **Late Returns:** Any driver whose check-out time for a special trip is after 10 p.m. shall notify the bus supervisor no later than 10:00 p.m. that the driver wishes the option of not driving their a.m. run the following day. The driver will not be paid for the time-off as a result of exercising this option.

- B. **Canceled Trips:** If a regular or substitute driver has reported to work and readied the vehicle, the employee shall receive one (1) hour of compensation if the trip is subsequently canceled. If a trip is scheduled on a regular school day and is subsequently canceled after a substitute driver is en route on the regular route, the regular driver shall receive compensation for the portion of his/her run that he/she has foregone.

If the substitute driver is not en route, the regular driver will drive his/her regular assignment and the substitute driver will receive one (1) hour of compensation at his/her regular rate.

- C. **Minimum Pay:** Drivers shall receive a minimum of two (2) hours of wage for a Saturday, Sunday, and Holiday or any day other than a regular scheduled school day, when a special trip is subsequently canceled.

## B8. Training and Workshops

- A. **Pay:** All drivers required to attend training, for purposes other than recertification, will be paid at their regular duty rate for hours worked. Any bargaining unit employee requested to assist in training shall be paid at his/her regular duty rate for all such hours.
- B. **Mandatory Training:** The Board may require its drivers to attend training sessions as required by the School District or the State.
- C. **New Hire:** Newly-hired personnel shall be paid for all training.
- D. **Mileage:** For purposes of attendance at a training function, the driver of a personal vehicle shall be paid mileage within thirty (30) days.
- E. **Expense Reimbursement:** Compensation for meals, lodging, and travel, for each work day, shall be paid if the employee leaves the District for training at the District's request. Consistent with Board policy, actual expense for meals will be reimbursed within thirty (30) days when no meal is provided.

## B9. Working Conditions

**A. Faulty Equipment**

1. It shall be the responsibility of each driver to report faulty equipment to the Director of Operations. Should the driver who reported such equipment find it has not been repaired in a reasonable length of time, he/she should submit a written report to the Business Manager/Business Office; however, in all cases, the Director of Operations will determine whether a bus is in operating condition, not the driver. Drivers may refuse to drive a specific bus on the basis of safety without placing their employment or seniority in jeopardy. Specific reason(s) must be given.
2. The School District assumes the responsibility of clearly marking all buses called out of service so drivers are immediately aware which buses are not available for student transportation.
3. It shall be the responsibility of the Employer to notify and make training available to all employees regarding new statutory requirements applicable to their job duties, with adequate lead time, so as to prevent employees acting in violation of the law and /or causing the employees to lose employment advantage.
4. Management reserves the right to determine, under severe weather conditions, if the School District buses should operate or not. However, once students have loaded the bus, the driver, keeping safety in mind shall have the authority to determine if the bus should continue. If weather or road conditions are extremely dangerous, the driver shall immediately, if possible, inform the Supervisor or Superintendent's office of stoppage, and shall file a written report within Forty-Eight (48) Hours of completion of the route, if requested to do so.

**B. Pre-Trip Inspection Procedures:** If the procedures for conducting pre-trip inspections are substantially altered, the parties will meet and confer about the appropriate methods or means to accomplish such new duties consistent with the health and safety provisions in accordance with this Contract.

**C. Housing Buses:** All buses shall be housed at the school bus facilities.

**D. Bus Aides:**

1. Bus routes solely dedicated to transportation of special education students will be provided with an aide, if required by a student's IEP.
2. Where a driver transports a student: (1) whose IEP has resulted in the assignment of an aide during the instructional day, and (2) who has demonstrated behavioral or medical problems related to his/her disability while being transported on a school bus, the driver may submit a written detailed report or recommendation to the Employer concerning such student.



If any driver is complained against or sued as a result of any reasonable action (as defined by a court of law), and taken by the driver while in the scope of his/her employment with the District, the Board shall provide legal counsel and render all necessary assistance to the driver in his/her defense when requested in writing by the driver. If a final decision issued a court or administrative agency indicates the driver's liability for this action, all costs of assistance rendered pursuant to this paragraph and not covered by the insurance carrier shall be reimbursed to the District by the driver.

3. It shall be the sole responsibility of the School District to provide Bus Aides, as needed, and to provide needed training and School District and State guidelines for Pupil Transportation, as well as School District needs and expectations of Bus Aides to assist in safe student transportation, loading and unloading.

**E. Medically Fragile**

1. If employees are required to administer medications, perform procedures, or provide health-related services to a student which requires specialized medical training, the School District shall:
  - a. provide appropriate training to affected employees, provided the District does not expect the driver to provide services that would require a health care professional, as determined by the State of Michigan;
  - b. provide the employee with written instructions as to the procedure;
  - c. provide the name and telephone number of person, parent or physician, that can be contacted for assistance. The School District acknowledges that the contact of these persons may be affected by the means available to the driver such as, being out of radio or cellular phone range, as well as the immediate responsibilities to the students and safety.

The driver will do everything possible to comply with these guidelines and special needs, provided that they are not asked to go beyond their job description. The driver's first concern is to provide safe transportation for the majority of students.

- F. **Safety:** The Employer shall make reasonable provisions for the health and safety of all unit employees during the hours of their employment. The Employer agrees to provide all drivers with access to the building, private restroom facilities, parking lot, and further, shall provide a lighted area for parking and entrance to above facilities.

**B10. Compensation**

**A. Layover Time:** It is expected that drivers shall be available to the chaperones or in attendance with their buses for any duty-free time that is counted for pay. Expenses such as meals and admissions will be provided at a level consistent with the activity and meals of the group being transported. Layover time on trips requiring overnight accommodations shall be allowed for all hours not designated as duty-time. (For overnight trips a minimum of eight (8) hours including layover and driving time shall be paid.) Meals and accommodations will be provided at a level consistent with the meals and accommodations of the group transported. Drivers will be reimbursed for any out-of-pocket expenses incurred on special trips providing that such expense is trip-related, e.g., parking fees, tolls, repairs  
Drivers will also be reimbursed for meals in the following instances and consistent with Board Policy:

- Notification for the trip occurs on the same day as the trip occurs
- Trip times are modified at such short notice as to not allow the driver assigned time to avail themselves of a meal as they had planned
- The group transported will be eating at an assigned time and place, providing the driver accompanies the group for the purpose of eating;
- If the driver has two or more trips in the same day, the driver will be expected to provide the first meal, unless one of the above conditions exist, the second meal will be reimbursed.

In all instances the driver must provide proof of payment.

**B. Holiday Pay:**

1. Drivers must work their last scheduled workday before the holiday and the next scheduled workday following the holiday, unless the driver is on approved leave. Drivers who are on leave and qualifying for long-term disability benefits will not receive holiday pay during that disability benefit period.

When paid holidays fall on Saturday, Friday shall be considered the holiday. When paid holidays fall on Sunday, Monday shall be considered the holiday.

Labor Day  
Thanksgiving Day and day following  
Christmas Day and the day before  
New Year's Day and the day before or following  
Memorial Day

**C. Death/Retirement Pay**

Upon retirement or death, all accumulated sick days, will be paid at a reduced rate of 50% of their regular rate of pay. Any unused personal business days shall be paid to the employee or his/her survivor, at their

regular rate of pay, in accordance with Appendix A in this Contract.

**B11. Suspended School Days**

- A. Definition:** Instructional days which are canceled due to the inclement weather or other factors beyond the control of the School District. "Snow Days", "Act of God" days, ice, flood, tornado, causing a temporary closing of school by the Administration.
1. Bargaining unit employees shall be paid their regular work day hours for the number of days scheduled as snow days, per the school calendar, for the year.
  2. Employees shall not be required to report for duty on such days and will lose no compensation for the number of snow days, allowed by the school calendar for the year.
  3. Substitute drivers on long-term assignment (3 days or more) scheduled to drive on that day shall receive compensation equal to the number of hours he/she is scheduled to drive. Substitute drivers not on long-term assignment but scheduled to drive on that day shall receive compensation equal to the number of hours he/she is scheduled to drive not to exceed two (2) hours.
  4. Drivers shall be paid for no more than the number of suspended school days that the School District does not require to be made up at the end of the year.
  5. Drivers reporting to work on unpaid instructional days and/or 2 hour delay days, which have been canceled due to inclement weather or other factors, for the reason of not being informed of the cancellation prior to leaving their home for work, shall be compensated one (1) hour of their regular rate of pay.

**Duration:** This Contract shall become effective November 16, 2015, and shall continue in full force and effect thereafter up to and including June 30, 2017. An emergency manager appointed under the Local Financial Stability and Choice Act has the authority to reject, modify, or terminate this Contract as provided in that Act.

Dated: November \_\_, 2015

Buchanan Community Schools  
Board of Education

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Dated: November \_\_, 2015

Buchanan Transportation Association

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**APPENDIX A - WAGES**

	<b><u>2015-2016</u></b>	<b><u>2016-2017</u></b>
<b><u>REGULAR DRIVERS</u></b>		
START	\$14.45	\$14.60
1 YEAR	\$14.77	\$14.92
2 YEARS	\$15.37	\$15.53
5 YEARS	\$15.58	\$15.73
10 YEARS	\$15.71	\$15.87
<b><u>SPECIAL TRIPS:</u></b>		
<b><u>NON-DUTY TIME</u></b>		
START	\$11.69	\$11.81
1 YEAR	\$12.34	\$12.47
2 YEARS	\$12.99	\$13.12
<b><u>CASUAL DRIVERS</u></b>		
TRAINING	\$10.67	\$10.78
PROBATION	\$12.54	\$12.66
After PROBATION	\$14.14	\$14.28
3 YEARS	\$14.24	\$14.38

## **APPENDIX B - INSURANCE PROTECTION**

- A. The insurance benefit year shall be July 1 - June 30.
- B. The Association shall identify its preferred insurance carrier and coverage, and shall advise the Board of the insurance carrier and coverages selected for each medical benefit plan coverage year at least seventy-five (75) days before the beginning of the medical benefit plan coverage year. The medical benefit plan identified by the Association shall comply with the Patient Protection and Affordable Care Act (PPACA), the IRS Code, and the Publicly Funded Health Insurance Contribution Act as amended, including any requirements necessary to avoid taxes, fees, or penalties.
- C. The Board shall contribute to each eligible employee a pro-rated monthly premium payment in an amount not to exceed the full statutory single coverage insurance "hard cap" under the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The number of employees for whom the District shall make its monthly contribution payment shall be based on the insurance carrier's billing.
- D. For all individuals currently employed, insurance benefits allowed shall not be terminated before September 1 for an individual leaving the District's employment after June 1 of the same school year, so long as the person pays his/her portion of the medical benefit plan costs. The Board's contribution shall cease for any individual whose employment ceases before June 1 or who goes on an unpaid leave of absence, other than a leave of absence under the Family and Medical Leave Act. Individuals shall be responsible for ensuring that the Board is reimbursed for any pro-rated portion of its HRA contributions attributable to that portion of the medical benefit plan coverage year remaining when the individual leaves active employment with the District, except where the leave is related to the Family and Medical Leave Act. E. If, in any insurance benefit year, the monthly insurance premium exceeds the Board's contribution, any additional amounts shall be payroll deducted, or if wages are not available for payroll deduction, shall be paid directly by the employee before the 1<sup>st</sup> of the month in which the premium payment is due.
- F. The Board will provide a Section 125 Plan that complies with the IRS Code.
- G. For those employees opting to take cash in lieu of insurance rather than the medical benefit plan, the Board shall pay Four Hundred Fifty-Four Dollars (\$454), less all applicable taxes, deductions, and any payments made towards non-medical benefit insurance plans chosen or required by the individual, in accordance with the District's Section 125 Plan.

### **Short-Term Disability**

The Board shall provide, at its expense a Short-Term Disability plan, covering employees who are unable to work due to a disability. The terms, conditions, and benefits shall be identical to those provided by the Short-Term Disability policy currently offered by MESSA with

benefits commencing on the eighth (8<sup>th</sup>) day of continuous disability and running through the ninetieth (90<sup>th</sup>) day of disability. Claims shall be submitted to the Employer on forms agreed upon by the parties. In the event of dispute regarding eligibility, the parties shall select a physician from an agreed upon panel of physicians whose decision shall be final. The cost of this physician service shall be by the Employer. Sick days (if available) may be used to cover days 1 through 7 of the disability at the employee's request. **Sick Days:** Accumulated sick days, prior to July 1, 2010, may be used for personal illness, disability or for family illness. Two (2) sick days per Contract year may be used for personal illness/disability or for the illness/disability of an immediate family member. These leave days do not accumulate beyond the contract year. Upon completion of the contract year, employees will receive a lump sum payment of \$75 for each unused sick day for that contract year, capped at \$150.

Employees who are absent and who have no accumulated sick time shall not be paid for those days absent. Proven abuse of sick time or unreasonable use of time-off without pay shall subject an employee to appropriate discipline.