

AGREEMENT

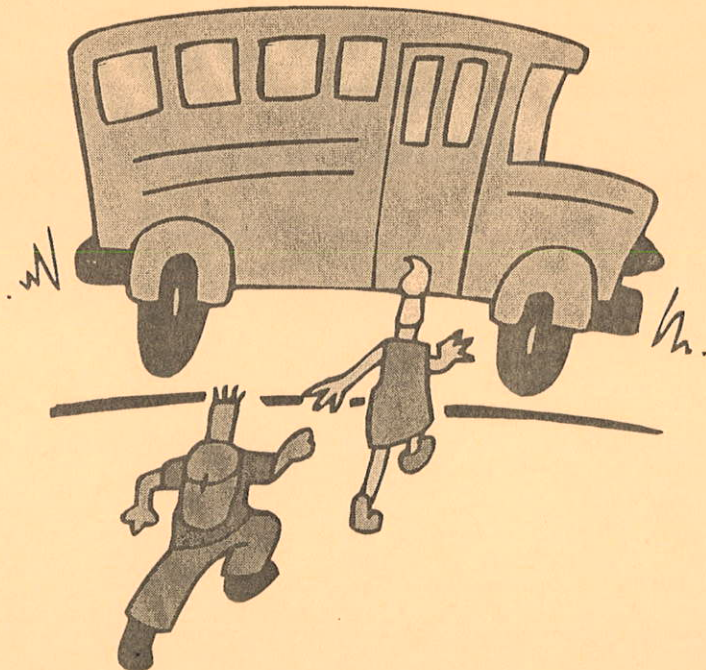
JULY 1, 2010 – JUNE 30, 2015

OVID-ELSIE AREA SCHOOLS

BOARD OF EDUCATION

AND

BUS DRIVERS ASSOCIATION



ARTICLE I: AGREEMENT

This Contract of Agreement between the Board of Education of the Ovid-Elsie Area Schools, 8989 Colony Road, Elsie, MI 48831, and the **SCHOOL BUS DRIVERS ASSOCIATION** of the same. Abbreviated reference to be referred to in the following articles of this contract will list the Ovid-Elsie Board of Education as the Employer, and the Ovid-Elsie Bus Drivers Association as the Employee. The Employer shall issue a new contract within sixty (60) days of Agreement.

ARTICLE II: PURPOSES

The Purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Employer and the Employee(s) of the Ovid-Elsie Area Schools. The parties recognize that the interest of the community, and the job security of the Employee depends upon the Employer's success in establishing the kinds of service, care, and maintenance of school district constituents. To these ends, the Employer and Employee encourages to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all other school employees. Further, the Employer and the Employee recognizes and declares that providing a quality education for the children of the Ovid-Elsie Area Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching and non-teaching services.

ARTICLE III: RECOGNITION

The Employer hereby recognizes the Employee as the exclusive collective bargaining representative (wages, hours, and working conditions) as defined in Public Act 379, 1965, as amended and, as previously set forth herein under purpose of this contract.

The Employer further recognizes the unfairness to give aid, promote or assist in financing other groups or individuals for the purpose of undermining the Employee. The Employer and the Employee(s) also recognize and will not participate in any discriminatory practices with regards to race, color, creed, or marital status.

The Employer and the Employee(s) recognizes the right of either party to invoke the assistance of the State Labor Mediation Board. The Employer recognizes or grants to the Employee(s), the right to use school facilities for their group meetings, providing they clear with the school calendar of the office in the building in which the meeting is to be held, and in so far as such a meeting will not interfere with other school activities. It is also expected that any room(s) that are used, would be placed back in order for operation of school on the following day.

ARTICLE IV: WORKING HOURS/CONDITIONS

Presently the Ovid-Elsie School System does have a few staggered working hours which have been of mutual benefit to the Employer and the Employee(s). It is agreed to continue such a practice, but in the main, the opening hours of school and the closing time will govern the hours of the employment of bus drivers.

ARTICLE V: OPERATION OF BUSES

All operating conditions of any of the Ovid-Elsie School Buses rests with the Employer. The Employer delegates to various people, including the bus driver, the responsibility for operation of the transportation program.

ARTICLE VI: DRIVER RESPONSIBILITIES AND CONTROL OF STUDENTS

- A. The driver is charged with the operation of the bus mechanically.
 - (1) Completing pre-trip, service request, fuel forms and other paperwork required by the supervisor.
 - (2) Pre-checking and post-checking the bus for each trip.
 - (3) Upholding procedures and guidelines as stated in the Transportation Handbook and school policies.

- B. The driver has complete authority with regards to student discipline on the bus within the limits of the Transportation Handbook and school policies.
 - (1) Teachers or other adult chaperones on the bus have the responsibility to assist the driver in student control.
 - (2) Procedures for disciplining problem students are in the Transportation Handbook under Discipline Notification to Parents.

ARTICLE VII: ASSIGNMENTS

- A. During the last three (3) weeks of the school year, the transportation supervisor will post alternate or additional routes for the following school year. After the posting, all drivers have five (5) school days to bid/seek the route(s) based on seniority. Drivers may not exceed more than two (2) changes in routes for a single year.

- B. Likewise, if a driver leaves the school employment any time during the year then job bidding on a seniority basis will be held, but no more than two (2) changes will be allowed for this particular job.

- C. The School Administration is also bound to post such notices for five (5) school days following the development of a vacancy, and during the time of advertisement, may employ a substitute driver.

- D. Job opening due to temporary illness, accident or leave of absence does not require bidding or advertisement, but may be filled with a substitute driver for the duration of the illness, or leave of absence.

- E. A ten (10) day notice is required to be given by the Employer when it becomes necessary to change an Employee(s) assignment(s). It is further understood that if a change in assignment(s) is necessary, then the Employee(s) is entitled to know the reason(s) and mutual agreement before the change would be sought between the Employee(s) and the Employer.

Likewise, a ten (10) day notice from an Employee is required when he/she decides to leave the employment of the school district.

- F. All seniority rights shall be forfeited when a driver resigns. Should a driver be rehired by the school a new seniority date and subsequent seniority rights would be established with the exception that the driver would be placed on the pay step they were on when they left appropriate to their current position and be allowed to take field trips if they had enough time in.

- G. A non-experienced bus driver must drive 90 times (a.m.=1 time, p.m.=1 time) before driving on a field trip unless she/he has previous bus driver experience. However, no field trips will be taken unless a non-experienced driver has completed a 90 working day period and approved by supervisor and trainer.
- H. Drivers shall secure their own substitute driver for personal days and field trips. The transportation supervisor shall secure substitute drivers in case of illness or emergency situations (eg. extended appointments). The said driver must call the transportation supervisor in these emergency situations.

ARTICLE VIII: DISTRIBUTION OF BUSES

- A. A new bus is any bus that is less than two (2) school years old and the distribution of a new bus is as follows:
 - (1) Any driver who has three (3) or more years of seniority and who has a bus four (4) or more years old will receive a new bus on a rotating seniority basis.
 - (2) Drivers are eligible if they have not accepted a new bus within four (4) years prior to the time when the new bus becomes available, if they have been employed as an OvidElsie driver for a minimum of three (3) years, and if they have not declined a bus offered to them at their turn in the rotation.
 - (3) If such driver declines an offered bus, they will not be offered another available bus again until such time that their name comes around on the new bus seniority rotation list.
- B. A used bus is any bus that is two (2) or more school years old and the distribution of a used bus is as follows:
 - (1) Drivers are eligible when a used bus becomes available at their turn in the upgraded bus seniority rotation list. The first eligible driver would be the one following the last driver who received an upgraded bus.
 - (2) If a driver declines the upgraded bus offered, they will not be offered another available used bus until such time that their name comes around on the used bus seniority rotation list.
- C. The new or used seniority bus lists are separate. Neither list has any bearing on each other. Both lists will carry over rotation from contract to contract. Both seniority lists will not start at top of lists at beginning of each new contract.

ARTICLE IX: LEAVES OF ABSENCE

- A. Any Employee(s) whose personal illness extends beyond the period compensated under sick leave allowance may be granted a leave of absence without pay for a period not to exceed one (1) year renewable at the discretion of the Employer. Upon return from leave, an Employee may be assigned to the same position, if available, or a substantially equivalent position providing the Employee is physically fit and can provide a doctors approval.
- B. A total amount of \$260 will be paid each regular driver with at least two (2) scheduled runs each day (regular one (1) run each day an amount of \$130). For each run (AM or PM) that the driver is absent, \$26 will be deducted from the total sum. Absent means for any reason except for up to five (5) days for death in the immediate family, as stated in Article VIII, Section C, paragraph 3.

C. Leave of absence with pay; may be granted for the following reasons:

- (1) A maximum of five (5) days per year, per occurrence, for a critical illness or medical appointment/evaluation, in the immediate family (spouse, children, parents of the Employee). An additional five (5) days per year may be authorized, if needed, from the individual's accumulated sick leave bank.
- (2) Time necessary for attendance at the funeral service of a person whose relationship to the Employee (as determined by the evidence presented to the Employer) warrants such attendance.
- (3) A maximum of five (5) days per year, per occurrence, for a death in the immediate family (spouse, children, parents, step-parents, brother(s), sister(s), grand-children and great-grandchildren of the Employee, step brother(s), step sister(s), mother-in-law, father-in-law, sister-in-law, brother-in-law, grand parent, grand parent-in-law), not to be deducted from sick leave. One (1) day per year, per occurrence for the death of step sister-in-law or step brother-in-law, not to be deducted from sick leave. Additional unpaid time is allowed if approved by the supervisor.
- (4) Jury duty - providing that the hearing judge will not accept a request to be excused, employees requested to appear for jury qualification or service shall receive their pay from the Employer for such loss of time as a result of such appearance or service, less any compensation received for such jury service up to a period of thirty (30) days.
- (5) Court appearance as a witness in any case connected with the Bus Driver employment or the school or whenever the Bus Driver is subpoenaed to attend any proceeding may be granted with pay - otherwise such appearance would be without compensation from the Employer.
- (6) Approved visitation at other schools or approved attendance at educational conference, will be covered as to all benefits of this contract and no deductions will be made.
- (7) A military leave of absence shall be granted to any Bus Driver who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. The Bus Driver shall retain a sick leave allowance which he may have accumulated prior to his military leave upon return to the school system.

D. A personal leave of up to a maximum of one (1) year may be granted an employee without pay. A request for such leave must be made in writing to the Superintendent. A request to return to work must be made in writing to the Superintendent. The Superintendent has the authority to deny the request. Upon return from leave, an employee may be assigned to the same or equivalent position. Such personal leave may not be taken by an employee to seek or accept other employment. This will be enforced at the beginning of the 2010-11 school year.

ARTICLE X: SICK LEAVE

Drivers will receive ten (10) days per year accumulative to 200 days.

According to the drivers given number of trips per day. Sixty-five percent (65%) for Ovid-Elsie drivers working 15 years or less and seventy-five (75%) for Ovid-Elsie drivers working more than 15 years, of sick leave accumulated will be paid on termination of employment of your tenure to be paid at your greatest rate of return. Three (3) sick days per year may be used for personal time.

ARTICLE XI: GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a violation, misinterpretation or misapplication of any provision of this agreement. Shall a bus driver feel that there has been such a violation, he/she will take the following steps:
- (1) Personnel having a grievance shall present it informally to the School Administration in charge of this phase of school operation within seven (7) days of the alleged violation.
 - (2) If no satisfactory agreement is reached in number one within seven (7) days after the discussion, the bus driver shall present said grievance in writing to the Grievance Committee (negotiating team) of the Association within five (5) days of the discussion at level one.
 - (3) The Grievance Committee, acting as a screening body and pending every effort to solve such problems, shall present such written grievance the reasons presented under item one and the recommendations made by either party in detail to the School Administrator in charge and to the Superintendent of Schools. If, however, no solution is reached, then the Grievance Committee may take step four.
 - (4) Within ten (10) days of the nearest legal board meeting after negotiations or efforts to solve the problem fails, a grievance has been filed, it will be the duty of the Superintendent of Schools to call a meeting of the Employer and the Grievance Committee, giving written notice to all parties involved forty-eight (48) hours before the meeting is to be held. The Grievance Committee, School Administrator, and the Employer will then sit down together and attempt to solve the problem(s).
 - (5) If a satisfactory settlement cannot be reached at this level (step 4) then either party may call upon the State Labor Mediation Board within ten (10) days as provided by law in an attempt to solve the existing problem(s).
 - (6) Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each step of the procedure. Should a Bus Driver withdraw his grievance at any level or leave the employment of the school system then, all further proceedings of that grievance shall be barred.

ARTICLE XII: COMPENSATION

- A. The salary is based upon a normal school bus route (morning and night run). For extra work the employee shall be entitled to appropriate compensation at his established rate as set forth in the Salary Schedule Article XIV. Also, the employer recognizes their obligations to the employee with regards, to the Wages and Hours Act passed by Congress or that which is required by law in the State of Michigan. Drivers will be reimbursed at a pro-rated hourly rate for time spent beyond the normal regular run when their bus breaks down or becomes stuck due to weather conditions. Drivers will also be reimbursed at a pro-rated hourly rate if their regular school bus route (AM/Kdg./PM) exceeds the 1 1/2 hour limit, if approved by the transportation supervisor.

If drivers have to fuel up at a gas station in town, they are to be compensated for any extra time beyond 1 1/2 hour run at regular rate.

Drivers that are not contacted before they leave home on days school is canceled due to weather conditions will be compensated one hour shuttle pay. (This also applies to "delayed: days.)

- B. The following legal holidays, Independence Day, Labor Day, Thanksgiving Day, New Years Day and Memorial Day shall be observed and when said holidays fall on a Sunday, the following Monday shall be deemed a holiday, unless the Monday following the legal holiday, shall has been scheduled for that day, then it will be necessary for all employees to be on the job. Regular drivers will receive holiday pay for New Years Day, Thanksgiving Day, Day after Thanksgiving, Labor Day, Memorial Day, and Christmas Day.
- C. A school calendar will be provided by the employer by the end of September of each year. The calendar will give the days of school in session and the main events that would affect school transportation. Also, from time to time, bulletins will be made available to all school bus drivers.
- D. All meetings called by the transportation director will be paid at the meeting rate.
- E. If a sub driver is scheduled in advance to drive a route and the day is cancelled, then the sub driver will be paid one (1) hour and the regular driver will not be charged against their sick or personal time.

ARTICLE XIII: INSURANCE/PHYSICAL EXAMS

- A. Starting in the 2007-08 school year, the employer will pay up to \$50.00 for an annual physical examination to be completed by July 30th. The employer reserves the right to name the physician.
- B. Regular drivers will receive a \$10,000 term life insurance policy with the premium paid by the employer.

ARTICLE XIV: CHAUFFEUR'S LICENSE

- A. Starting in the 2006-07 school year, all new drivers are responsible for 50% of his/her chauffeur's license fee and any other required driving endorsements that are required to transport students for Ovid-Elsie Area Schools. The employer pays the remaining 50% for the license/endorsements.
- B. Employees prior to 2006-07, the employer pays the entire fee for the required license/endorsements required for the driver to transport students for Ovid-Elsie Area Schools.

ARTICLE XV: SALARY/OTHER BENEFITS

- A. Salary Schedule

<u>Full-time Drivers</u> (each paid at a minimum 1.5 hours per trip)	<u>2010-11</u>
First ninety (90) driving days	\$17.50
After ninety (90) days	\$20.00
AM, PM and Kindergarten	\$20.00 1.5 hours per trip

All other runs (vocational shuttle runs)	\$12.25 Minimum 1 hour
Bus Washing	\$15.00 per bus
Pre-Season clean-ups (For retirement credit: equal to two (2) hours of work.)	\$35.00 per bus
Meeting rate	\$ 7.24
<u>Substitute Drivers</u>	\$15.18

Bus washing is once per month, any additional washes must be approved in advance by the Transportation Supervisor. Only full-time drivers are allowed to do bus washes.

Vocational shuttle runs (Kid's Club, Kids Zone, Alternative Education, Special Education or any other runs in this type of category) are distributed on a seniority basis. All these runs are paid at the vocational rate for one (1) hour.

All drivers are to be paid two (2) hours at meeting rate for map, route description and student/parent list preparation.

B. Wage increase for each of the school years 2011-12 and beyond will start negotiating by April 1st.

C. Field Trips

- (1) A bus driver who must give up a regular run to take a field trip will receive their regular pay up to three (3) hours and the remainder of time at the regular field trip rate. (Two trips per day only.)
- (2) Field trips are on an alphabetical rotation basis within a three (3) week period. If a driver does not accept the trip, then the driver has given up his/her trip on that rotation. Time and one-half will be paid to drivers for time spent on the highway after 11:30 PM.
- (3) The employer will reimburse the employee with a receipt of up to \$8.00 for meals on a field trip.
- (4) If a driver (regular and substitute) arrives for a field trip and has not been notified that the trip has been cancelled, the driver shall receive one and one-half (1 ½) hours of pay.
- (5) All athletic trips shall receive a minimum of one and one-half (1 ½) hours of pay.

D. Substitute Drivers

- (1) All substitute drivers will be paid through the general payroll. No driver will be allowed to pay his/her own substitute driver. A substitute driver may qualify for top step pay, on the 91st consecutive day of driving for the same driver.
- (2) Substitute drivers will be credited for 1.5 hours towards retirement for AM and PM runs.
- (3) Regular drivers may arrange for their own substitutes for (i) kindergarten runs, (ii) regular scheduled runs (Work Program, Michigan Works Program) and they will choose from the list of drivers that want to drive these runs - this is a sign up list.
- (4) For longer periods (two weeks), substitutes will be assigned on a seniority basis.

- (5) If a substitute driver does not drive for a two (2) week period, then they are not eligible to take a trip.

E. **Act of God Days**

Effective with the 1985-86 contract, employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities – so called “Act of God” days, will not be paid for such days. Employees shall work on any rescheduled day(s) of student instruction which are established by the Board and will be paid at their regular rate of pay.

If at any time during the life of this agreement, it becomes lawful again to count “Act of God” days as days of pupil instruction, the conditions in effect prior to the 1985-86 contract will be reinstated and regular drivers will receive regular pay scale for “Act of God” days. This will also apply to substitute drivers who fill in for regular driver who is on leave of absence for at least thirty (30) days.

In keeping with the first two paragraphs in this section, full time drivers (if applicable shuttles paid at shuttle rate) will be reimbursed at their regular hourly rate for the first two (2) “ snow days” which may be needed in a given year. All “snow days” after the first two (2) will be made up and classes re-scheduled in accordance with State requirements.

F. **Conference With Parent(s)**

When a driver has a scheduled conference with the following as a group (student, parent, principal), then the driver will be paid an amount of \$7.31.

ARTICLE XVI: GENERAL ITEMS

- A. Four (4) new Association officers (President, Vice-President, Treasurer, and Secretary), and two (2) alternates will be elected in March of the final year of each contract and will serve for the duration of the contract.
- B. Substitute drivers will be considered for vacant regular routes based upon experience, performance, and hiring date.
- C. Any new Ovid-Elsie employees other than bus drivers from the transportation department will not be allowed to drive bus.
- D. If a driver with a new bus leaves during the school year, the bus stays on the route for the remainder of the year. Starting the new year the bus is placed by administration. (3/01/79)
- E. When a route is eliminated, drivers must bump from the bottom of the seniority list. (10/18/79)
- F. Field trips of three (3) hours or less may be filled by the administration shuttle rotation list.
- G. A regular route is: A.M., P.M., Kindergarten.
- H. Seniority for a school bus driver begins at the time that he or she officially drives as a full time driver on bid route. The only time that this would be changed would be when a substitute driver was on a route for a regular driver who was on leave of absence for a year. For example, there was an instance when a driver was ill and the Administration was aware that this driver would probably never be able to return to work for health reasons. The substitute driver was granted full benefits for the year that she filled in. Any substitute would have been given the same consideration. This is unusual and does not happen often.
- I. Association funds will be set by the association. The funds will be deducted from each member

in their second check. Substitutes will pay to the fund after forty-five (45) driving days.


- J. No retired school employee will be allowed to drive bus.
- K. When a person attends classes (3 day) to become a bus driver, they will be paid for these hours.
- L. A last minute trip is defined as a trip that comes in 24 hours before it is to go out. The supervisor will ask three (3) drivers in rotation to take these trips and if no one is available, then the supervisor will fill with another qualified driver.
- M. Sub drivers are allowed to attend association meetings, but are not allowed to vote. Sub drivers will receive a contract.
- N. Updated classes will be paid for the employee by the employer.
- O. If more than one driver begins with the same seniority date, names will be drawn for seniority position. This draw is to be witnessed and documented by Association and drivers involved.
- P. Sub drivers will not be allowed to take Saturday trips.
- Q. Field trip rotation will start new each year, no carryover.
- R. If a Saturday trip is scheduled for two (2) hours, it will be paid for only two (2) hours. If it is planned for all day or cancelled at last minute, a minimum of three (3) hours will be paid.
- S. All runs other than A.M., Kindergarten, P.M. must be posted, bid on and given to seniority with a letter of acceptance filed every year.
- T. If a trip, scheduled as a trip turns into a shuttle (three hours or less) the driver would be allowed only one more trip off the board to make up difference.
- U. Only Ovid-Elsie Transportation employees are allowed to take busses to Capital City or anywhere else for repairs.
- V. If a driver cancels out of a scheduled trip on the date of the trip, it is considered a pass. The trip will be considered a last minute trip and filed per contract agreement.
- W. Annually, drivers shall be shown a copy of the hours posted toward retirement.

ARTICLE XVII: DURATION OF AGREEMENT

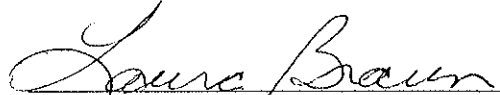
This Agreement shall be effective as of July 1, 2010 and shall continue in effect for five (5) years until June 30, 2015. A copy of this agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BUS DRIVERS ASSOCIATION:

BOARD OF EDUCATION:



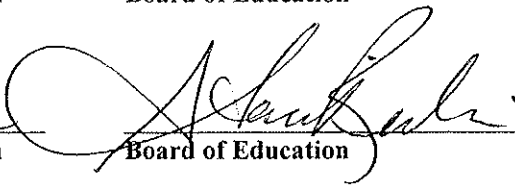
Representative, Bus Drivers Association



Board of Education



Representative, Bus Drivers Association



Board of Education

Date: 8-26-10

Date: 8-26-10

BUS DRIVERS ASSOCIATION
SENIORITY LIST -- 2010-11

<u>NAME</u>	<u>SENIORITY DATE*</u>
Roxanne Thelen	12/08/87
Lucy Medina	3/06/89
Chris Ryan	1/03/90
Bonnie Levitski	8/26/96
George Nicholson	10/11/96
Debra Krauchenko	10/14/96
Barbara Bump	8/26/97
Deena Knutson	9/10/97
Pamela Bramer	09/12/02
Pam Grieder	10/31/03
Marissa Goodrich	11/25/03
Teresa Bradford	08/29/05
Tammy Workman *#1	09/05/06
Joyce Kaufman-Case *#2	09/05/06
Melody Smith *#3	09/05/06
Michele Spencer	09/02/08
Glen Schmidtfranz #1	09/09/08
Heather Newman #2	09/09/08
Penny Wieber #3	09/09/08
Arlo Knutson	09/15/08
Theresa Nichols	02/02/09
Laurie Canze	09/08/09
Michael Wieber	09/28/09
Rebecca Neiderquell	09/07/10

*Seniority Drawing witnessed by Association President, Bonnie Levitski (09/26/06)

#Seniority Drawing witnessed by Association President, Bonnie Levitski

Seniority Date is established first date as a Regular Driver.

BUS DRIVERS ASSOCIATION
SENIORITY LIST – 2011-12

<u>NAME</u>		<u>SENIORITY DATE*</u>
Roxanne Thelen		12/08/87
Lucy Medina		03/06/89
Chris Ryan		01/03/90
Bonnie Levitski		08/26/96
Debra Krauchenko		10/14/96
Barbara Bump		08/26/97
Deena Knutson		09/10/97
Pamela Bramer		09/12/02
Pam Grieder		10/31/03
Marissa Goodrich		11/25/03
Tammy Workman	*#1	09/05/06
Joyce Kaufman-Case	*#2	09/05/06
Michele Spencer		09/02/08
Glen Schmidtfranz	#1	09/09/08
Heather Newman	#2	09/09/08
Penny Wieber	#3	09/09/08
Arlo Knutson		09/15/08
Theresa Nichols		02/02/09
Laurie Canze		09/08/09
Michael Wieber		09/28/09
Rebecca Nierderquell		09/07/10
Tom Batora		09/15/10

***Seniority Drawing witnessed by Association President, Bonnie Levitski (09/26/06)
Seniority Date is established first date as a Regular Driver.**

BUS DRIVERS ASSOCIATION
SENIORITY LIST – 2012-13

<u>NAME</u>		<u>SENIORITY DATE*</u>
Roxanne Thelen		12/08/87
Lucy Medina		03/06/89
Bonnie Levitski		08/26/96
Barbara Bump		08/26/97
Deena Knutson		09/10/97
Pamela Bramer		09/12/02
Pam Grieder		10/31/03
Marissa Goodrich		11/25/03
Tammy Workman	*#1	09/05/06
Joyce Case	*#2	09/05/06
Glen Schmidtfranz	#1	09/09/08
Heather Newman	#2	09/09/08
Penny Wieber	#3	09/09/08
Arlo Knutson		09/15/08
Theresa Nichols		02/02/09
Laurie Canze		09/08/09
Michael Wieber		09/28/09
Rebecca Nierderquell		09/07/10
Tom Batora		09/15/10
Hillary Ormes		01/03/12
Holly Bergman		04/30/12
Pete Garcia		09/04/12

***Seniority Drawing witnessed by Association President, Bonnie Levitski (09/26/06)
Seniority Date is established first date as a Regular Driver.**