

AGREEMENT

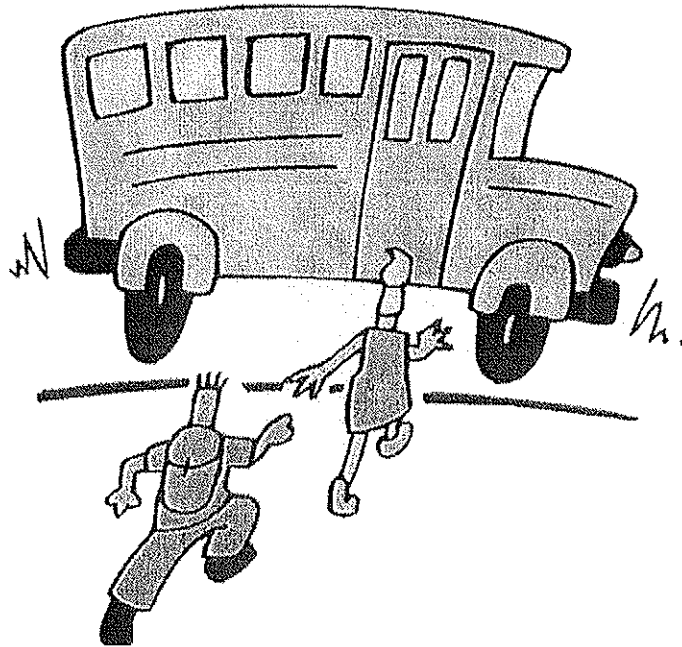
JULY 1, 2018 - JUNE 30, 2021

OVID-ELSIE AREA SCHOOLS

BOARD OF EDUCATION

AND

BUS DRIVERS ASSOCIATION



ARTICLE I: AGREEMENT

This 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 Union or Association. The terms "Employee" and "Driver" shall refer to individuals employed by the Employer who are members of this bargaining unit. The Employer shall issue a new contract within sixty (60) days of the ratification of this Agreement by both parties.

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) within the bargaining unit. 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 Union/Association 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 Union/Association recognizes and declares that providing a quality transportation services for the children of the Ovid-Elsie Area Schools is their mutual aim, and that the fulfillment of that objective depends primarily upon quality performance and dedication of the employees in this bargaining unit.

ARTICLE III: RECOGNITION

The Employer hereby recognizes the Union/Association as the exclusive collective bargaining representative as defined in the Public Employment Relations Act, for all bus drivers employed by the Employer but excluding supervisors, substitutes and all other employees.

The Employer and the Association subscribe to the principles of non-discrimination in employment. Employees alleging that they have been subjected to unlawful discrimination will process those claims through the Employer's policies and procedures and through state and federal agencies having jurisdiction over such claims.

The Employer and the Employee(s) recognizes the right of either party to invoke the assistance of the Michigan Employment Relations Commission. The Employer grants to the Union/Association to, the right to use school facilities for 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. The Employer has and retains the right to determine the number and scheduling of all work days and work hours. A working day for a regular driver consists of two (2) routes; one (1) prior to the start of the school day and one (1) at the conclusion of the school day.

ARTICLE V: OPERATION OF BUSES

All operating conditions of any of the Ovid-Elsie School Buses rest 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 bus driver is charged with the operation of the bus mechanically.
 - (1) Complete pre-trip/service request/fuel forms and other paperwork required by the supervisor.
 - (2) Fifteen (15) minute pre-check and five (5) minute post-check of the bus for each trip.
 - (3) Upholding procedures and guidelines as stated in the Transportation Handbook and school policies.
- B. The driver has primary authority with regard to student discipline on the bus within the limits of the Transportation Handbook and school policies. Procedures for disciplining problem students are in the Transportation Handbook under Discipline Notification to Parents.

ARTICLE VII: ASSIGNMENTS

- A. Two to three weeks prior to the beginning of the new school year, the Transportation Director will post alternate or additional routes. After the posting, all drivers have seven (7) calendar days to bid/seek the route(s) based on seniority. Drivers will be notified of route opening. Drivers may not exceed more than two (2) changes in routes for a single year.
- B. If a driver leaves school employment any time during the school year, then job bidding on a seniority basis will be held, with no more than two (2) changes allowed. As a result of bidding on the route(s) vacated by the driver who has left employment. The opportunity to seek a bus route change or assignment on a seniority basis is allowed once a year, prior to the beginning of the school year, as is set forth in paragraph A of this Article.
- C. All runs other than A.M. and P.M. must be posted, bid on and given to seniority with a letter of acceptance filed every year.
- D. The Administration is also bound to post such notices for seven (7) calendar days following the development of a vacancy, and during the time of advertisement, may employ a substitute driver.
- E. 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 filled in accordance with Article XVI D (7) of this Agreement.
- F. Job opening due to temporary illness/accident/leave of absence does not require bidding or advertisement, but may be filled with a substitute driver for the duration of the absence.
- G. A fourteen (14) calendar 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, the Employer retains final right of assignment.

Likewise, a fourteen (14) calendar day notice from an Employee is required when he/she decides to leave the employment of the school district.

- H. Seniority for a school bus driver begins at the time that he or she officially drives as a full time driver on a bid route. All seniority rights shall be forfeited when a driver resigns. Should a driver be re-hired 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 are eligible under Article XVI D (9) of this Agreement.

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. The results of the draw must be provided to the Transportation Director upon completion.

ARTICLE VIII: DISTRIBUTION OF BUSES

- A. If administration changes a route, the bus will remain with the driver.
- B. There is a bus rotation list based on driver seniority. From this list, the top seniority driver(s) will have the option of getting the new bus(es) when available. The bus(es) being replaced will be assigned to the route with the oldest bus(es). If more than one bus is being displaced, the senior driver of the oldest bus will have their choice between the available bus(es).

If the driver eligible for a new bus, opts out of accepting the bus, they forfeit their right to a new bus until they come up in the rotation again. The bus will then be offered to the next most senior driver in the rotation.
- C. For newly added buses to the fleet, that bus is assigned to a driver and route upon ordering.
 - a. If a driver assigned a new bus, leaves employment as a bus driver, prior to the driver's meeting at the start of the school, the new bus will be issued to the next driver in the above mentioned bus rotation list, Section B of this Article.
 - b. If a driver assigned a new bus, bids on a new route, prior to the driver's meeting at the start of the school, the new bus will stay with that driver and transfer to the route the driver bid on.
- D. For established routes and bus assignments,
 - a. If during the school year, a driver leaves employment as a bus driver, the bus will remain on the route it started the year on.
 - b. If during the school year, a driver accepts a new route, the driver forfeit the bus they previously drove (that bus will remain on the route) and the driver accepts the bus associated with the new route they are accepting. The driver is hereby agreeing to the route and bus when bidding on a route.
- E. The District retains the right to assign buses to routes.
- F. The special education bus and driver are at the discretion of the Transportation Director.

ARTICLE IX: SICK LEAVE

- A. Drivers will receive 20 runs of paid sick leave per year accumulative to 400 runs. These paid sick leave runs will be accrued by an employee who works 80% of their scheduled work days for each month. The rate of accrual will be one (1) run for each August and June of a school year and two (2) runs for each month between. If a driver is not scheduled to work in August or June, leave days will be accrued automatically. These days will be pro-rated for drivers that become full-time drivers after the start of the school year. Sick leave is to be used for personal illness or disability of the Driver that prevents him/her from coming to work. Sick leave may also be used as authorized under Article X A (1) of this Agreement.
 - (I) An Employee is allowed to use four (4) consecutive runs from their leave bank. Any absence beyond four (4) consecutive runs must be accompanied by a doctor's note and the doctor must release

the Employee to work prior to the Employee returning to work. If no doctor's note is provided the Employee will not be paid for any sick days beyond four (4) consecutive runs.

(II) Up to six (6) runs per year may be used for personal time.

(III) 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 two (2) years, renewable at the discretion of the Employer. Upon return from leave, an Employee may be assigned to the same position, or a substantially equivalent position providing the Employee is capable of returning to work and safely performing the essential job functions of his/her assignment. If the leave of absence is less than one (1) year, the employee will not lose any seniority. If the leave of absence is a minimum of one (1) year but less than two (2) years, the employee will lose seniority equivalent to the duration of their absence. At two (2) years the driver will go to the bottom of the seniority list. If a driver is injured on the job, their seniority will be frozen unless worker's compensation dictates otherwise.

- B. Drivers shall secure their own substitute driver from the list of approved drivers published by the District for personal days, scheduled sick days or appointments. The transportation supervisor shall secure substitute drivers in case of sudden illness/field trips/emergency situations (eg. extended appointments). The said driver must call the Transportation Director in these emergency situations.
- C. A total annual amount of \$260 will be paid each regular driver with at least two (2) scheduled runs each day payable at the end of the school year. 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 ten (10) runs for death in the immediate family, as stated in Article X A (1) of this Agreement.

ARTICLE X: LEAVE OF ABSENCE

- A. Leave of absence with pay, not to be deducted from the Employee's Leave Bank, may be granted for the following reasons:
- (I) A maximum of ten (10) runs per year, per occurrence, for tending to a member of the Employee's immediate family (spouse, children, parents of the Employee) during a critical illness. A doctor's note is required documenting the illness. After five (5) years of employment, an additional ten (10) runs will be allowed. Additional runs may be authorized, if needed, from the individual's accumulated sick leave bank.
 - (2) A maximum of ten (10) runs per year, per occurrence, for a death in the immediate family (spouse, children, parents, step-parents, brother(s), sister(s), grandchildren and great-grandchildren of the Employee, step brother(s), step sister(s), mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandparent-in-law), not to be deducted from sick leave. Two (2) runs 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.
 - (3) The Employee is allowed one (1) run for attendance at the funeral service of a person whose relationship to the Employee is not defined in section 2 of this article.
 - (4) Employees requested to appear for jury qualification or jury duty 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.

- (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 conferences 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/she may have accumulated prior to his/her military leave upon return to the school system. Members of the armed services will also accumulate seniority and service credit.
- B. 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.

ARTICLE XI: TERMINAL PAY

Upon permanent separation from the district, a driver shall receive a terminal leave payment based on years of service at their current hourly rate:

1-14 years	Sixty-five (65%) of accumulated leave
15-19 years	Seventy-five (75%) of accumulated leave
20+ years	Eighty-five (85%) of accumulated leave

ARTICLE XII: 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) **Level One:** Personnel having a grievance shall present it informally to the School Administration in charge of this phase of school operation within seven (7) calendar days of the alleged violation.
 - (2) **Level Two:** If no satisfactory agreement is reached at Level 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 Union/Association within five (5) days of the discussion at Level One.
 - (3) **Level Three:** The Grievance Committee, acting as a screening body and pending every effort to solve such problems, shall present such written grievance along with the reasons presented at Level One and the recommendations made by either party in detail to the School Administrator in charge and to the Superintendent of Schools. The Grievance Committee must make any appeal to Level Three within fourteen (14) calendar days of its presentation at Level One. If, however, no solution is reached, then the Grievance Committee may appeal to Level Four.

- (4) **Level Four:** If the Union is dissatisfied with the decision at level Three, it may appeal to Level Four within five (5) calendar days of receiving the Level Three answer. Within ten (10) calendar days of the next regularly scheduled board meeting after negotiations or efforts to solve the problem fails, it will be the duty of the Superintendent of Schools to call a meeting of the Board of Education 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 Board of Education will then sit down together and attempt to solve the problem(s).
- (5) If a satisfactory settlement cannot be reached at **Level Four** then either party may call upon the Michigan Employment Relations Commission within ten (10) calendar 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 XIII: COMPENSATION

- A. Compensation is based upon a normal school day bus schedule of three (3) hours per day, consisting of two (2) runs at 1.5 hours per run. For extra work the employee shall be entitled to appropriate compensation at his/her established rate as set forth in Article XVI of this Agreement
 - (1) Each 1.5 hour route time allowance includes fifteen (15) minutes for pre-trip inspection and five (5) minutes for post-trip inspection and fueling. The Employee is expected to arrive at work 15 minutes prior to route leave time for pre-trip inspection. The first step for pre-trip inspection is a radio check. Post-trip time starts when a bus enters the bus garage parking lot.
 - (2) Drivers will be reimbursed at a pro-rated regular route hourly rate for time spent beyond the normal regular run when their bus breaks down or disabled due to weather conditions.
 - (3) Drivers will also be reimbursed at a pro-rated regular route hourly rate if their regular school bus route (AM and PM) exceeds the 1.5 hour limit, if approved by the Transportation Director.
- B. Regular drivers will receive two (2) runs per day holiday pay for Labor Day, the Wednesday before Thanksgiving, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Good Friday (if not a scheduled work day) and Memorial Day. To be eligible for holiday pay, Employee must work on his/her last scheduled work day prior to the holiday and on his/her first scheduled work day immediately following the holiday, unless otherwise approved by supervisor.

ARTICLE XIV: INSURANCE/PHYSICAL EXAMS

- A. The Employer will pay up to the full amount for an annual DOT physical examination if exam is performed by the district designated physician.
- B. If an Employee chooses to have their DOT physical performed by a DOT-certified physician of their

choosing, the district will reimburse the Employee up to seventy (\$70) dollars.

- C. Regular drivers will receive a \$10,000 term life insurance policy with the premium paid by the Employer.

ARTICLE XV: CHAUFFEUR'S LICENSE

- A. 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. After year one (1) of regular route employment, the Employer pays the entire fee for the required license/endorsements required for the driver to transport students for Ovid-Elsie Area Schools.

ARTICLE XVI: WAGE RATES/OTHER BENEFITS

For Full-time Regular Route Drivers: Regular Route=1.5 hours per run

	2018-2019	2019-2020	2020-2021
REGULAR ROUTE First ninety (90) driving days (if no previous experience)	\$17.68	\$17.86	\$18.04
REGULAR ROUTE After ninety (90) days Paid at a minimum 1.5 hrs/run	\$20.81	\$21.02	\$21.23
TRIP RATE (Trips, Shuttles & Mandatory Meetings)	\$12.74	\$12.87	\$13.00
BUS WASH	\$15.00	\$15.00	\$15.00
PRE-SEASON BUS WASH (for retirement credit=to two (2) hours of work)	\$35.00	\$35.00	\$35.00
MINIMUM WAGE (Mapping/Calls, Video Viewing, Conference with Parent, Undercarriage Rinse)	CURRENT MINIMUM WAGE	CURRENT MINIMUM WAGE	CURRENT MINIMUM WAGE
SUBSTITUTE	\$15.75	\$15.75	\$15.75

*A one-time signing bonus payable by July 30, 2018 to each Employee if the contract is accepted as presented.

A. **Bus Washes**

- 1. A bus wash is payable and required once per month at the rate stated above in this article and consists of a complete wash of the bus including an undercarriage rinse. One additional

undercarriage rinse must be performed once a month and will be paid at minimum wage for minutes (30) minutes. Only full time drivers are allowed to do bus washes. Regular drivers are responsible for washing or finding another full-time driver to wash their bus. In June, no bus wash is payable until after the last day of school, unless approved by the Transportation Director.

2. A regular driver using a spare bus for two (2) week or longer is responsible for the washing of that bus while in their use.
3. After the last student day of the school year, a driver must have their bus washed prior to the following Monday.
4. The Pre-Season wash shall be conducted within the two weeks prior to the start of the school year and includes cleaning the interior of the bus.

B. Shuttles

1. If a regular shuttle run is required, it is distributed on a seniority basis with one trip per seniority. All these runs are paid at the trip rate of pay for a minimum of one (1) hour.
2. Trips of three (3) hours or less may be filled by the shuttle rotation list.

C. Mapping/Routing

All drivers are to be paid three (3) hours at minimum wage for map, route description and student/parent list preparation. This includes notifying all parents of students on their route prior to the school open houses at the start of the school year. Additional time may be approved by transportation supervisor.

D. 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 trip rate (up to two (2) trips per day).
2. 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.
3. Time and one-half trip rate pay will be paid to drivers for time spent on the road after 11:30 p.m.
4. The Employer will reimburse the Employee with a receipt of up to \$8.00 for meals purchased on a trip.
5. If a driver arrives for a trip and has not been notified that the trip has been canceled, the driver shall receive one and one-half (1.5) hours of trip rate pay.
6. All athletic trips shall receive a minimum of one and one-half (1.5) hours of pay.
7. A last minute trip is defined as a trip that comes in 24 hours before it is scheduled to go out. The Transportation Director will ask three (3) drivers in rotation to take these trips (if they decline the trip, it will not be considered giving up a trip on that rotation). If all three (3) drivers in rotation decline, then the Transportation Director will fill the trip with a driver from the last minute trip rotation list.
8. Trip rotation will start new each year, no carryover.
9. A non-experienced bus driver must drive 90 routes(a.m. = 1 run, p.m. = 1 run) before driving on a trip unless he/she has previous bus driving experience. No trips will be taken unless the driver has completed a ninety (90) calendar day period and is approved by the Transportation Director.

10. A Saturday trip will be paid for a minimum of two (2) hours. If it is not cancelled at least two (2) hours prior to departure time, three (3) hours will be paid.
11. If a trip, scheduled as a trip turns into a shuttle (three hours or less) the Employee would be allowed only one more trip off the board to make up the difference.

E. **Classes**

1. When a person attends Beginner's Bus Driver class, they will be paid for these hours at minimum wage.
2. Update classes will be paid for the Employee by the Employer at the trip rate of pay.

F. **Meetings**

1. When a driver has a scheduled conference with the following as a group (student, parent, principal), then the driver will be paid at minimum wage.
2. All mandatory meetings called by the Transportation Director will be paid at the trip rate.

G. **Act of God Days**

1. An Employee will be compensated their regular route wage for the number of scheduled student instruction days. Employees shall work any of the rescheduled day(s) of student instruction which are established by the Board or the State but will not receive additional compensation.
2. Drivers that are not contacted before they leave home on days school is canceled due to weather conditions and arrive at the transportation department will be compensated one hour trip pay. This also applies to delayed days.
3. If a Employee is scheduled to use a run from his/her sick leave bank and the school day is cancelled, the run will not be charged against the Employee's sick or personal time.

ARTICLE XVII: GENERAL ITEMS

- A. The Union/Association officers will advise the District, in writing, of the President and Vice President that are elected in February and the remaining officers elected in March of the final year of each contract and will immediately serve until new officers are elected.
- B. No Ovid-Elsie Employee other than Employees from the transportation department shall be allowed to drive a bus.
- C. When a route is eliminated, drivers must bump from the bottom of the seniority list.
- D. Only Ovid-Elsie Transportation employees are allowed to take buses to Capital City or anywhere else for repairs that have been authorized by supervision.
- E. Annually, drivers shall be shown a copy of their leave bank balance at the end of the school year.
- F. 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 Employees.
- G. An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act,

ADDENDUM A:

Should the Board endeavor to pursue a balanced calendar, the Board and Association agree to mutually discuss the content of this contract.

Addendums A and B will be updated and posted annually.

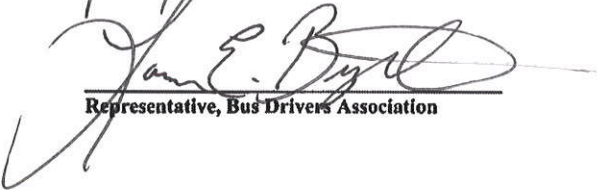
ARTICLE XVIII: DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2018 and shall continue in effect for three (3) year until June 30, 2021. 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:



Representative, Bus Drivers Association



Representative, Bus Drivers Association

BOARD OF EDUCATION:



Board of Education



Board of Education

Date: 5-23-2018

Date: 5-21-2018