

AGREEMENT

BETWEEN

MASON PUBLIC SCHOOLS

AND

TRANSPORTATION EMPLOYEES
ASSOCIATION OF MASON

JULY 1, 2017 – JUNE 30, 2020

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AGREEMENT BETWEEN the Mason Public Schools, hereinafter referred to as the “EMPLOYER” and the Transportation Employees Association of Mason, hereinafter referred to as the “ASSOCIATION”.

ARTICLE 1 – PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation, and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE 2– PROBATIONARY PERIOD

A new employee shall work under the provisions of this Agreement but shall be employed only for a sixty (60) work day trial basis, during which period he/she may be discharged without further recourse. After sixty (60) work days, the employee shall be placed on the regular seniority list retroactive to the date of hire.

In case of discipline within the sixty (60) work day period, the Board shall notify the Association in writing.

ARTICLE 3 - JURISDICTION

The Board agrees to respect the jurisdiction of the Association regarding the assignments of members of the bargaining unit to drive regular, field, and special trips, except that employees of the Employer not covered by this Agreement may drive only for the purpose of instructional training, experimentation, or in cases of emergency. Emergency means when no regular and qualified substitute driver is reasonably available and experimentation includes route creation, revision, and time studies. This provision shall not be construed to prevent the right of the Board to continue having students transported by others in vehicles other than District school buses as in the past.

ARTICLE 4 - NONDISCRIMINATION

The Employer and the Association both recognize their responsibilities under federal, state and local laws pertinent to fair employment practices, as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any persons because of race, creed, color, disability, sex, age, religion, national origin, marital status, or Association activities.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1. The Board of Education, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. to the executive management and administrative control of the school system and its employees, properties, and facilities;
- B. except as specifically and explicitly limited in this Agreement, the right to hire, transfer, and promote employees, to lay off employees for lack of work, to reprimand, suspend, discipline, and discharge seniority employees for cause, to establish reasonable rules, and to maintain discipline of employees;
- C. in addition to the above, the Association recognizes there are rights and responsibilities which belong solely and exclusively to the District, such as, but not limited to, the decisions on all matters involving the type of work to be done, the location of the operations, the means, methods, and processes of work materials to be used, the right to introduce new and/or improved equipment or to remove equipment, and the right to introduce new and improved methods or facilities;

Section 2. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the District, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the use of good judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement so long as the specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 6 - STRIKE PROHIBITION

The Association and the Employer agree that there will be no strike or lockout during the course of this Agreement.

ARTICLE 7 - HOLIDAYS

The following holidays shall be paid for at the rate of each employee's regular hours of pay for the holiday in addition to any monies the employee may earn on such holidays:

- Memorial Day
- Friday before Labor Day*
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Good Friday**

*(If school is not in session)

*Full day on Good Friday if school is not in session on Good Friday. If school is in session on Good Friday, the employee shall receive time and one-half (1½) the hourly rate for hours worked.

In order to be eligible for holiday pay, the employee must work the entire last scheduled day prior to the holiday and the entire next scheduled workday after the holiday unless on a valid sick day off which constitutes a day worked.

Sick leave will not be deducted for holidays. An employee on paid sick leave will receive holiday pay.

Employees who are serving their sixty (60) work day probationary period are not entitled to holiday pay for the holidays falling within such probationary period. If any holiday falls within the thirty (30) day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same thirty (30) day period but did not receive any holiday pay, then in such case the member shall receive an extra day's pay for each holiday, in the week in which the individual returns to work. Said extra day's pay shall be equivalent to each employee's regular hours at the straight time hourly rate specified in this Agreement. An employee who is laid off because of lack of work and is not recalled to work within the thirty (30) day period is not entitled to extra pay upon return to work. Under no circumstances shall the extra pay, referred to herein, be considered as hours worked for weekly overtime.

ARTICLE 8 - STEWARDS

Section 1. The Board recognizes the right of the Association to designate job stewards and alternates from the Board's seniority list. The authority of the job stewards and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities.

- The investigation and presentation of grievances with the Board or the designated Board representative in accordance with the provisions of the collective bargaining agreement.

- The collection of dues when authorized by appropriate Association action.

Section 2. Job stewards and alternates have no authority to take strike action or any other action interrupting the Board's business. The Board recognizes these limitations upon the authority of the job stewards and their alternates and shall not hold the Association liable for any unauthorized acts. The Board in so recognizing such limitation shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement. Stewards shall be permitted reasonable time to investigate and process grievances on school property without loss of time or pay during regular working hours, providing prior approval has been granted by the Transportation Supervisor. Such time spent in handling grievances during a steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if with the regular schedule of the steward.

ARTICLE 9 – SENIORITY

Section 1. Strict seniority shall prevail in the layoff, recall, and earning opportunities of employees, provided that skill, ability, and experience in performing scheduled work are relatively equal. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired, subject to the conditions noted above. When needed, the Transportation Supervisor may select a driver(s) to provide new driver training with due consideration being given to seniority in this selection. Posting of this position shall not be required. However, the steward shall be notified of the position opening and person selected. If the Transportation Supervisor desires to train new drivers, the individual shall have that right without selecting from the bargaining unit.

Section 2. The Board shall provide a list of the employees arranged in order of their seniority. Such list shall be revised as changes occur and shall be made available to the Association and individual employees. Within ten (10) days of providing the seniority list, any objection to the list shall be filed with the Director of Transportation. If no objections are filed, the list shall be final and conclusive.

Section 3. Seniority shall be broken only by discharge or resignation. Leaves of absence may affect seniority as hereinafter provided.

Section 4. In the event of layoff, the employee so laid off shall be given two (2) weeks' notice of recall by certified mail to the individual's last known address. In the event the employee fails to make oneself available for work at the end of the said two (2) weeks, the individual shall lose all seniority rights under this Agreement. In the event of layoff, an employee's seniority will freeze at the level when the layoff occurs.

Section 5. Stewards shall be granted super seniority for purpose of layoff and rehire only. Alternate stewards shall not have super seniority.

Section 6. Any employee who is or has been promoted or transferred to a non-unit position shall not accumulate seniority while working in the non-unit position. If the employee is returned to a bargaining unit classification, the individual shall commence work in a job generally similar to the one held at the time of promotion or transfer and the employee shall maintain the seniority rank held at the time of promotion or transfer out of the unit.

Section 7. In the event that two or more drivers are hired on the same date their seniority ranking shall be determined by drawing straws. The drawing of straws shall be conducted by the Association. Once the ranking is determined, there shall be no changes on the list thereafter.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

Section 1. The Employer agrees not to discipline or discharge a seniority employee without cause. Generally, the Employer shall advise the employee of improper performance and conduct and give employees the opportunity to make suitable corrections prior to taking disciplinary action. For violation of policies, rules, procedures, or failure to perform duties properly, corrective discipline may include any of the following. It is recognized that the seriousness of a problem will determine the level of discipline.

- A. Verbal warning.
- B. Written reprimand.
- C. Suspension.
- D. Termination.

An employee will be subject to disciplinary action, by way of illustration and not limitation, if the member:

- A. conducts oneself in a manner unbecoming a school employee, such as drinking or being under the influence of alcohol, possession or use of illegal drugs, cursing pupils or employees, being unkempt, stealing, dishonesty, falsification of information, etc.;
- B. is disrespectful to co-workers, supervisors, or the school system;
- C. is convicted of a felony or circuit court misdemeanor and/or convicted of any misdemeanor involving moral turpitude or commits any theft, conversion, embezzlement, intentional destruction or damage to property of the Employer;

- D. is disabled and cannot meet the job-related requirements of the position held and, with or without a reasonable accommodation, cannot perform the essential job functions;
- E. demonstrates repeated and chronic tardiness, excessive absenteeism, failure to report for work from a layoff within two (2) weeks after notice of recall is mailed to the employee's last known address, fails to return from an authorized leave of absence at the agreed upon date, is absent for one (1) working day without proper notification to the Employer and without a good and sufficient reason, or willful violation of Employer Rules;
- F. is insubordinate, breaches confidentiality regarding students, commits any immoral conduct;
- G. fails to pass required exams or drug tests, loses or accumulates six or more points on one's driver's license, or loses insurability under the District's insurance policy.

Section 2. The verbal warning notice as herein provided shall not remain in effect for a period of more than three (3) years. Verbal warning notices not tied to subsequent disciplinary action shall be removed from the employee's personnel record.

Section 3. A record of all disciplinary actions shall be placed in the employee's personnel file. All employees' records, other than of a confidential nature, may be reviewed by the employee upon request provided that the number of such requests are two (2) or less per year as defined by law, Act 397 of 1978, MCL 423.501, et seq.

Section 4. The Employer shall notify in writing the employee involved and the steward of any verbal warning, disciplinary action, or discharge. In cases involving suspension or discharge, the Association Representative shall be notified in writing.

Section 5. The Employer shall present in writing any complaint against any employee to the employee and a copy to the Association and job steward affected within five (5) working days of determining the validity of the complaint.

ARTICLE 11 - GENERAL

Section 1. The Association shall have the right to examine payroll records pertaining to the computation of compensation of any employee whose pay is in dispute, or any other public record of the Board pertaining to a specific grievance.

Section 2. The Employer will attempt to keep the parking lot clean of ice and snow through appropriate use of salt and sand.

Section 3. Employees may have access to the Transportation Center office telephone in the event of an emergency or as determined in the discretion of the Transportation Supervisor or designee.

Section 4. Drivers shall not be required to deliver children when the threat of violence would endanger the safety of the children or the driver. In such a case, drivers shall await further specific instructions from their immediate supervisor.

ARTICLE 12 - PAY PERIOD

Section 1. All regular employees covered by this Agreement shall be paid in full, every two (2) weeks, commencing not later than the third (3rd) week of employment.

Section 2. Each employee shall be provided with an itemized statement of his/her earnings and all deductions made for any purpose, upon request of individual employees or Association representatives.

ARTICLE 13 - EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. The Board shall not require employees to operate any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 2. The initial operations of school buses shall be an administrative decision. When buses are operating on the route during inclement weather, it shall be the right and responsibility of the individual driver to determine which portion of the route shall not be covered due to unusually dangerous conditions.

Section 3. Any employee involved in an accident shall immediately report such accident to the Transportation Supervisor and shall complete all required accident reports. Failure to comply with this provision shall subject such employee to disciplinary action.

Section 4. Employees shall immediately or at the end of their shift report all defects of equipment. Such reports shall be made by recording the problem on the designated sheet at the Transportation Center or by submitting the request on the maintenance request form provided by the Transportation Office. Employees shall also place an entry in their logbook indicating the nature of the problem reported.

ARTICLE 14 - WORKERS COMPENSATION

The Board shall provide worker's compensation benefits for all bus drivers as required by law.

In the event of work-related injury or illness the employee shall be paid at his/her regular rate for the days off due to the injury or illness, not to exceed five (5) days in any one school year if worker's compensation is awarded. When the award is confirmed, the five (5) days will be credited retroactively for each injury.

ARTICLE 15 - GRIEVANCE PROCEDURE

DEFINITIONS:

1. A grievance shall be an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
2. No grievance shall be considered if not filed or appealed within the time limits specified herein.

3. Working days shall be defined as Monday through Friday, excluding all holidays, except the last week of school, days converted to calendar days, excluding Saturday and Sunday.

STEP 1:

- A. Any employee having a grievance shall discuss the grievance informally with the immediate supervisor. If the grievance is not settled orally within five (5) days of its occurrence, the employee may discuss the alleged grievance with the steward within the five (5) days of the alleged infraction for submission under Paragraph B.
- B. The steward may submit the grievance in writing to the Transportation Supervisor within the five (5) day period specified above in Paragraph A, stating the remedy or correction requested plus the facts upon which the grievance is based and the alleged contract violation. The employee shall sign the grievance. The steward or alternate shall initial grievances to indicate its receipt.

STEP 2:

- A. The Transportation Supervisor shall within five (5) working days after submission of the grievance meet with the steward and the employee to discuss the grievance.
- B. The Transportation Supervisor shall give a decision in writing to the steward and the employee within five (5) working days of the meeting with the steward and the employee.

STEP 3:

- A. Any appeal of a decision rendered by the Transportation Supervisor shall be presented to the Human Resource Director within five (5) working days of the receipt of the Transportation Supervisor's written decision.
- B. The Human Resource Director or designee shall meet with the Steward of the Association at a time mutually agreeable to them, but no later than fifteen (15) working days following receipt of the appeal.
- C. The Human Resource Director shall give a decision in writing relative to the grievance within five (5) working days of the meeting with the Steward of the Association.

STEP 4:

- A. If the decision of the Human Resource Director or designee is unsatisfactory, an appeal must be presented in writing to the Superintendent of Schools within five (5) working days of receipt of the Human Resource Director.
- B. The Superintendent shall meet with the Steward of the Association at a time mutually agreeable to both parties, but no later than ten (10) working days from the date of receipt of the appeal.

- C. The Superintendent shall give a decision in writing relative to the grievance within ten (10) working days of the Steward's meeting with the Superintendent.

ARTICLE 16 - SICK LEAVE AND PERSONAL LEAVE

Section 1. SICK LEAVE may be earned as follows:

- A. Ten (10) sick days with pay shall be granted at the beginning of each school year. In the event an employee shall discontinue employment prior to earning sick leave used, his/her pay will be prorated accordingly.

A separate and distinct account will be set up for Mid-Day runs which shall not be applicable to regular run sick leave mentioned above. Mid-Day run drivers will be granted at the beginning of each school year, ten (10) days of sick leave from driving Mid-Day runs which may be accumulated to one hundred forty (140) days. If the driver should discontinue the Mid-Day run prior to the end of the school year, the ten (10) Mid-Day route sick days granted will be prorated. It is expressly understood that these days may not be converted to the regular run sick leave account.

- B. Unused sick leave may be accumulated from year to year up to a maximum of one hundred eighty (180) days.
- C. In the event a driver is off sick and for any reason the runs are not run, the driver will not be charged a sick day.
- D. The Superintendent, in his/her sole discretion, may grant more than two (2) personal business days in a school year.

Section 2. SICK LEAVE may be used for the following reasons:

- A. PERSONAL ILLNESS OR INJURY.
- B. ILLNESS IN THE EMPLOYEE'S HOUSEHOLD.

Three (3) days per period of illness of a member of the employee's family shall be granted. The intent of this provision is to provide the employee time to make arrangements for the care of the sick members of the individual's household: Otherwise the District does not assume responsibility for family illness. The District reserves the right to require a certified report if a doctor is in attendance. In emergencies as defined by the approving administrator, additional leave days may be taken without pay.

In the event of a serious illness of a parent or parent-in-law, the driver's first recourse shall be to use personal business leave as defined in Section 4 below. Should the driver's personal business leave be exhausted, one (1) day per period of illness of a parent or parent-in-law may be granted as provided in this section.

C. SICK LEAVE USE FOR DOCTOR'S APPOINTMENT.

Sick leave days may only be used for doctors' appointments when the doctor cannot see the employee at times other than when the employee must drive on the runs assigned. Prior to payment for doctors' appointments, the employee must furnish a written doctor's statement verifying that the appointment could not be held at times other than when the driver was assigned driving duties.

D. DEATH IN THE IMMEDIATE FAMILY.

A maximum of up to five (5) days may be granted at the time of death, when needed, in case of a death in the Immediate Family. The term "Immediate Family" is defined below:

Husband, wife, parents, grandparents, parent-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, grandparents-in-law, stepparent, stepsister, stepbrother, stepchild, or a person for whom the driver principally is responsible for financial and physical care.

E. FUNERALS OUTSIDE OF THE IMMEDIATE FAMILY.

One (1) day may be granted for attendance at funerals of persons outside of the Immediate Family. If additional time is required, it may be requested as a personal leave. Use of this day may be limited to two (2) employees on any one (1) day.

Section 3. In order to be paid for sick leave use, the driver must report the absence to the Transportation Supervisor at least one (1) hour prior to the morning run and at least two (2) hours prior to the departure of the afternoon run. Emergencies, which prevent the notice above, may be waived by the Transportation Supervisor.

Section 4. PERSONAL BUSINESS LEAVE.

- A. Each year, two (2) of the sick leave days shall be granted for personal business. Notification of desire to take a personal business leave day shall be filed in writing to the Transportation Supervisor at least four (4) days in advance, except in cases of emergency when a shorter notice may be acceptable.
- B. The Transportation Supervisor shall not be obliged to accept more than one (1) application on any given day. The personal business day is not be used the first or last day of any school semester or on a day immediately preceding or immediately following a vacation or holiday except in the case of an emergency. A personal business day may only be used to take care of necessary business that could not be taken care of outside normal work hours and which requires the presence of the employee. Any employee feeling that reimbursement for a personal business day has been wrongfully withheld shall have the right to appeal to the Human Resource Director.

- C. If at the close of the preceding school year, the employee shall not have used more than two (2) sick leave days including personal business days and shall have accumulated thirty (30) sick leave days, then, in the following year the employee shall be entitled to one (1) earned day to be taken at the employee's discretion upon previous notification of at least one (1) school day to the Transportation Supervisor. The Transportation Supervisor shall not be obliged to grant more than one (1) such application on any given day. Earned days earned pursuant to this section shall not be deducted from the sick bank and shall be allowed to accumulate up to a maximum of five (5) days at the rate of one (1) per year. Employees may request and receive cash payment at the per diem rate for any earned days exceeding five.

Section 5. In any situation where the physical or mental fitness of the driver to perform is in question, including but not limited to situations of pregnancy, return from sick leave or return from health and hardship leave, the Board may require a statement from the driver's physician.

The Board reserves the right at its option to have the driver's physician's findings and recommendation reviewed by a Board designated physician, who may make an independent examination of the driver, at the Board's expense. If the Board's physician recommendation differs, the Board's physician will consult with the driver's physician in an effort to produce a uniform recommendation. Should they be unable to agree, the driver will be referred to a third physician, mutually acceptable to both the Board's and the driver's physicians, and the third physician's recommendation shall be controlling.

Section 6. Upon return to work from sick leave, the employee must fill out and sign the form provided by the Transportation Supervisor in order to collect sick leave benefits. Management reserves the right to demand a written doctor's statement where there is suspected abuse of sick leave and in all cases where worker's compensation claims are filed. In cases of suspected abuse, the Transportation Supervisor shall notify the steward of the facts and circumstances in an attempt to cure the problem prior to demanding a doctor's statement.

Section 7. Other absences with full pay and benefits, not chargeable to sick leave:

- Appearance in court when subpoenaed or requested by the District.
- Attendance at a function when required by the Board.
- A period of not to exceed ten (10) working days in one (1) school year may be granted for jury duty. An extension beyond ten (10) days will be granted when the continuation of a specific case necessitates it. The Board shall pay the difference between the driver's regular pay and the pay received for jury duty.

Section 8. None of the foregoing leaves with pay shall be used in computation of overtime.

Section 9. FAMILY AND MEDICAL LEAVE ACT:

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least one thousand two hundred and fifty (1,250) hours during the prior twelve (12) month period shall be entitled to twelve (12) weeks leave without pay for one or more of the following reasons:

- (A) due to the birth of the employee's child in order to care for the child;
- (B) due to the placement of a child with the employee for adoption or foster care;
- (C) due to a serious health condition that renders the employee incapable of performing the functions of the job;
- (D) to care for the employee's spouse child or parent who has a serious health condition.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this Agreement for the above purposes shall be charged against the driver's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the driver. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

ARTICLE 17 - UNPAID LEAVES OF ABSENCE

Section 1. HEALTH AND HARDSHIP LEAVE.

- A. Any driver whose personal illness extends beyond the period covered by accumulated sick leave maybe placed on the health and hardship leave for a period of time necessary for complete recovery, but not to exceed the balance of the current school year. Renewal of the leave shall be at the discretion of the Board.
- B. Upon recovery, the driver shall be required to submit a physician's statement attesting to the driver's ability to fully perform the duties of one's position, subject to Article XVII, Section 5.
- C. Upon granting of the leave, the Board shall specify the beginning and ending dates of the leave.
- D. Drivers who have been on health and hardship leave at the end of a school year may be granted an extension of that leave if they are physically unable to return to work at the beginning of the following school year. If granted, the leave extension under this provision shall extend one (1) calendar year beyond the beginning date of the original health and hardship leave.

Drivers returning from health and hardship leave within the same school year that the disability occurred shall be reinstated in position. Drivers who have requested an

extension of the health and hardship leave may return upon submitting a physician's statement as provided for in Section 1.B.

Senior drivers may bump into the least senior driver's regular run and Mid-Day run if they had one before going on sick leave.

Section 2. Pregnancy related disabilities will be treated the same as any other disability. It is expressly understood that this section shall not apply to childcare. In the event a driver exhausts sick leave before regaining physical fitness to perform regular duties, the individual may apply for leave of absence in accordance with Section 1 of this Article.

Section 3. During absences including health and hardship leaves:

- A. Seniority does not accrue;
- B. Salary increments do not accrue;
- C. Reinstatement in position is not guaranteed except as specified in Section 1.D. of this Article.

Section 4. GENERAL LEAVE.

The following conditions shall apply to all other extended leaves covered under this Article unless otherwise indicated. A determination to grant or deny such leaves shall not constitute a precedent or past practice.

- A. Requests for leaves shall be in writing. Drivers requesting general leave shall indicate the reason for which the leave is requested.
- B. All general leaves shall be limited to one (1) year. Extensions may be granted by the Board.
- C. Leave of absence days shall not accrue but unused leave of absence days held at the start of the leave shall be retained.
- D. Written notice to the Executive Director of Business and Finance of intention to either return or resign shall be given by March 1st of the year in which the leave expires.
- E. Re-employment during the school year shall be at the discretion of the Board.

ARTICLE 18 - EXTRA CONTRACT AGREEMENTS

The Board agrees not to enter into any agreement with any other Association during the life of this Agreement with respect to employees covered by this Agreement nor to interfere with the collective bargaining representation by the Association, through individual bargaining.

ARTICLE 19 - PHYSICAL AND LICENSES

Section 1. The required annual/bi-annual DOT physical examination shall be given by the Board designated physician, and the full cost of the examination shall be paid by the Board. Additional physicals and/or testing required to obtain and/or maintain DOT physical certification will be the responsibility of the employee.

All physicals shall be completed with the filing of the card with the central office no later than July 31st of the year the physical certification expires, unless prior approval of the Transportation Supervisor is obtained. An employee will be subject to termination upon failure to file in accordance with the above.

Section 2. The Board will pay for the cost of C.D.L. renewal (or initial acquisition including test expenses) so long as the cost of testing and the initial license or any renewal thereof is not due to the fault of the employee (i.e. getting a ticket requiring new testing or because of revocation because of driving record). The Board will also pay for the cost of any required endorsements and training.

Section 3. The Board will pay for a hepatitis vaccine which an employee elects to have. Hepatitis vaccines that cannot be scheduled during time that the driver is not driving may be obtained from the Board's designated physician.

ARTICLE 20 - ROUTE OPENINGS

Drivers shall remain on the route they are presently on, and when other routes open they will be posted within five (5) working days and will be filled on the tenth (10th) work day. Routes will be awarded on the basis of seniority.

ROUTE BIDDING

The Supervisor of Transportation may elect to rebid all routes prior to the beginning of a new school year when significant changes have been made to more than one route.

ARTICLE 21 - SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Association.

Section 2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the terms of and conditions herein.

Section 3. If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

Section 4. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or

matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed the Agreement.

ARTICLE 22 - TERMINAL LEAVE PAY

In recognition of service to the District, each employee upon termination shall be paid a terminal leave payment of Forty-five Dollars (\$45.00) per year for each year of service to the District, provided the employee has been employed by the District for at least ten (10) consecutive years.

For each year in which the employee uses fifty percent (50%) or less of earned sick leave, an additional Forty-five Dollars (\$45.00) per year shall be paid to the employee.

ARTICLE 23 - TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until June 30, 2020. There shall be a wage and benefits reopener for the 2019-20 school year at which time each party may also present one language proposal.

Section 2. If either party desires to terminate this Agreement, it shall, sixty (60) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter, subject to written notice of termination by either party sixty (60) calendar days prior to the current year of termination.

Section 3. If either party desires to modify or change this Agreement, it shall give written notice sixty (60) days prior to the termination of this Agreement. Such notice shall set forth the nature of the amendment(s) desired.

If notice of amendment of this Agreement has not been given in accordance with this Section, this Agreement may be terminated by either party upon ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Association Steward and if to the Employer, addressed to Mason Public Schools, 400 S. Cedar Street, Mason, Michigan 48854, or to any other such address the Association or the Employer may make available to each other.

Section 5. If an emergency financial manager is appointed by the State under PA 4, Fiscal Accountability Act, the emergency manager may reject, modify or terminate the collective bargaining agreement, in accordance with law. This clause is included in this agreement because it is legally required by state law.

Section 6. The effective date of this Agreement is officially when both parties ratify the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

MASON PUBLIC SCHOOLS

**TRANSPORTATION EMPLOYEES
ASSOCIATION OF MASON**

Board President

Steward

Board Secretary

Steward

SCHEDULE A

ARTICLE 1 - HOURS

Section 1.- Mid-Day Runs: One (1) hour minimum shall be paid for all Mid-Day runs and such runs shall be bid annually, according to seniority. Drivers are allowed six (6) minutes of prep time for Mid-Day runs.

Where possible, Career Center runs will be made a part of the Mid-Day or regular routes without extra compensation, if within the guaranteed workday. If the combination exceeds the time allotted, the driver will be paid for the additional time at the individual's base rate. If a driver is to be used to drive a Career Center run solely, that driver shall be paid for one (1) hour.

Management will annually establish a substitute list for Mid-Day runs. The runs will be assigned on a rotating seniority basis annually. In the event a driver turns down a run, it will be covered as a run worked for purposes of equalization.

Section 2. Drivers on regular full-time assignments (two morning and two afternoon runs, except as modified by Mid-Day runs) shall be guaranteed three (3) hours and forty-five (45) minutes pay for each scheduled workday. If the combined driving time and layover time exceeds 3 hours and 45 minutes, the driver shall notify the Transportation Supervisor of the number of minutes spent in excess of the guarantee. In the event the Transportation Supervisor is in disagreement with the time submitted, an Association representative shall, along with the Transportation Supervisor, ride the disputed route and arrive at an agreed time.

All route times shall be established by the end of the 6th week of school. The Transportation Supervisor shall individually notify each driver of one's total driving time and the driver shall have five (5) working days to register a disagreement with the established time. If the Transportation Supervisor is unable to time all routes within the six-week period, deductions for negative driving time will not be made beyond the six-week period, increases shall be paid by the first paycheck in December each year.

Section 3. If the route is altered after the first six (6) weeks of school, it will be re-timed.

In addition to combined driving and layover time, ten(10) minutes shall be paid for preparation time for each regular run to include but not be limited to warm up, safety check and daily servicing and cleaning of the bus. Those drivers that use their own buses for field trips and athletic trips will be allowed five (5) minutes extra for each field trip providing there is down time between trips.

Drivers will fuel buses as designated by the Transportation Supervisor.

Section 4. Layover time on regular school runs may be used to clean and inspect the bus, make log entries, or other appropriate duties. Drivers are considered to be on duty during layover time and are therefore expected to remain with the bus. However, drivers may leave the bus so long as they remain on school property doing school-related business.

Section 5. Drivers shall be paid at the driving time rate for time spent in meetings called by the administration and all in-service training. Time spent by drivers on individual or group conferences with management covering such matters as, but not limited to, log reports, resolutions of discipline problems, and the like, is not considered as paid time.

Drivers shall be paid for the preparation of required written reports or required parent/child related conferences at the transportation center.

One (1) hour of driving time wage will be paid to individuals selected for drug testing.

Section 6. Drivers shall be designated times at which they may begin their routes and these times shall be made known to the driver. In the event drivers are delayed from beginning their routes through no fault of their own, they shall be paid driving time after drivers are on site.

Section 7. Drivers shall be paid time and one-half for all hours worked in excess of forty (40) hours per week (in accordance with law). Double time shall be paid for all work performed on Sundays and the following holidays: Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day. The driver's rate of pay shall be used for purposes of computing overtime, Sunday, and holiday pay. There shall be no pyramiding of overtime.

Section 8. Drivers shall be paid a minimum of two (2) hours if they are called in to drive an athletic trip or field trip or to run all or a portion of a run other than their own. Drivers shall be paid a minimum of one (1) hours if they arrive to drive a trip which has been cancelled without notice prior to them arriving and the trip will be treated as a cancellation, giving the driver options for selecting a future trip under SCHEDULE A, article II, Section 2, E, 5.

Section 9. A minimum of two hours compensation will be paid to employees called in to drive a trip outside of normal work hours (7:00 a.m. to 5:00 p.m.) on regularly scheduled workdays.

Section 10. If drivers are required to wash buses, they shall be paid at their regular rate of pay for the time spent, up to one (1) hour per washing.

Section 11. If the school district closes due to an Act of Nature (snow, ice, etc.) or mechanical failure on a regularly scheduled school day, the drivers will be eligible for up to three (3) days of compensation.

Section 12. An additional hour of waiting time will be paid when school is in session for only one-half (½) of the day. If half-days increase beyond six (6) in a year, the wait time will be paid as driving time.

Section 13. Time for non-weather related delays should be turned in to the Transportation Supervisor on the extra time sheet with a statement of the cause for the delay.

Section 14. Drivers shall be paid for breakdown time at the normal rate of pay when required to stay with the bus.

Section 15. Route Alterations. If it is necessary to delete, combine, or otherwise alter a run which results in a change of earning capability in excess of .3 (3/10) hours, the driver whose run was altered is able to bump the least senior driver if that driver has at least the same time, then the more senior driver whose route was altered may bump the next least senior driver. This process will continue until a driver is bumped who has at least equal time to the senior driver whose run was originally altered.

In cases where route time is increased in excess of .3 (3/10) hours, and the senior driver does not wish to work more time, the driver may follow the procedure described above except that driver may bump the lowest seniority driver whose time is closest to, yet does not exceed the time of the senior driver.

Drivers whose seniority exceeds the seniority of the driver whose route was altered thereby resulting in the exercise of the bump provision, will remain on their assigned routes.

Only drivers who have had their routes altered or have been bumped may exercise their rights to bump.

In all cases routes will be assigned in their totality (elementary and secondary portions).

ARTICLE 2 - WAGES

Section 1. Wage schedules for the period of this Agreement are as follows:

<u>YEARS OF WORK</u>	<u>2017-18</u>	<u>2018-19</u>
Years 1-3	\$14.89	\$15.04
After 3 Years	\$16.02	\$16.18
After 7 Years	\$17.38	\$17.56
After 10 Years	\$17.50	\$17.68

Wage schedule placement will be determined as follows: Employees will be credited for a full academic year of employment, plus an employee will be credited for a full year of employment if the individual's hire date falls on or before January 31. Employees will receive no credit for the year if their hire date falls after January 31.

An off-schedule, one time payment of \$300.00 to be paid on the first pay of December 2017.

An off-schedule, one time payment of \$200.00 to be paid on the first pay of December 2018.

Section 2. FIELD TRIPS - ATHLETIC TRIPS.

A. Driving time shall be paid on the basis of time spent, with a minimum guarantee of one (1) hour, at a rate determined by the driver's base rate of pay. Trips with waiting time shall be reimbursed at the rate indicated below with a minimum guarantee of one-half (½) hour.

C. WAITING TIME

\$10.00

C. Management agrees to provide maps and instructions for field trips.

D. For purposes of scheduling driver assignments, extra trips shall be classified as field trips or athletic trips. All time out, from departure until return to the Transportation Center shall be

counted in computing driver compensation for field trips. Driving time will be paid to and from the destination. Waiting time will be paid while at the destination except as follows:

1. All conditions including time limits pertaining to athletic trips shall also apply to field trips.
2. If any driving time is to be paid, it must be authorized by the coach/teacher in writing, otherwise the driver will not be responsible for discipline of students or buses during waiting time but will have the duty to inform the coach or supervising teachers if students are misbehaving for his/her disposition.
3. If driving time is authorized by the supervising teacher or coach, it will be the responsibility of the driver to remain on the bus and maintain discipline and security of the bus.
4. If the driver is on waiting time, the driver may leave the bus once it is secured but will be available for the teacher/coach's direction if the teacher/coach decides to change the status from waiting to driving time.

E. All field and athletic trips shall be assigned on a rotating basis starting with the senior driver.

The rotation schedule maintained by the Transportation Supervisor will be as follows:

1. All athletic field trips for a particular week shall be posted by the last regular work day of the preceding week and signed for no later than 7:00 a.m. of the first regular work day of the week.
2. If a trip is to be taken on the first regular work day of the week, that trip should be posted no later than 2:00 p.m. of the last regular work day and assigned by 4:00 p.m. of that same day.
3. All other trips will be assigned by 11:00 a.m. of that first workday of that particular week.
4. In the event that a trip is schedule after the first regular work day, such trip shall be added to the bottom of the posting and assigned through continuation of the seniority rotation schedule.
5. In the event a driver cancels out on a trip and other drivers who had signed for the trip are also unable to take the trip, the Transportation Supervisor may ask for a volunteer to take the trip. A driver who volunteers to take the trip will not be charged for the trip in the rotation schedule. The driver who originally was awarded the trip will be charged for the trip in the rotation schedule as if the driver had taken the trip. If a trip is canceled, the driver has the option of selecting a newly posted trip off the same board 4:00 p.m. Friday of that week. For trips canceled after 4:00 p.m. on Friday, the same procedure will apply for newly posted trips of the next week. Four (4) rotation sheets shall be maintained, two (2) sheets for athletic trips and two (2) sheets for field trips. One (1) sheet lists trips up to and including three (3) hours in length and the other sheet shall list trips over three (3) hours in length. Length of trips shall be approximated by the Transportation Supervisor.

Long trips being in the same week to the same place will be posted on the regular long trip board but will be posted consecutive with no other trips between postings. Other trips will follow in normal rotation.

6. If a seniority driver on the rotation list turns down a trip for any reason, it will be counted for rotation purposes as though the driver took the trip.
7. If a trip is not signed for, the remaining trips which have been signed for shall be assigned according to the rotation schedule. Unsigned trips will be filled on a volunteer basis. In the event that there are no volunteers, substitutes may be used. Drivers may give written permission to have the Transportation Supervisor sign for a trip in their place, if they are not in at this time.
8. In the event scheduled trips are not taken on a voluntary basis, the Transportation Supervisor shall have the right to assign a trip to the least senior driver if substitutes are not available.
9. If a driver bids and receives two (2) trips that conflict with each other, the driver may do one of the following:
 - A. Trade the trip with another driver who has an extra trip assigned in the same week; or
 - B. Determine which trip he/she wants and the other trip will be assigned to the next driver on the rotation list.

Trips assigned for the first day of a work week that have a leave time of 11:00am or before must exercise option B and communicate which trip the driver would like to take.

10. Drivers with children, stepchildren, grandchildren, and/or step-grandchildren may seek a trade with another driver for a trip involving these relations. The decision to trade rests with the driver who is assigned the trip.

F. If two (2) buses or more are dispatched for an athletic or field trip and upon arriving, less buses are needed, the senior driver/s shall have the right to the trips if they so desire. Drivers not receiving a trip after being called in shall receive a minimum of one (1) hour call in time, paid at the regular hourly rate and the trip will be treated as a cancellation, giving the driver options for selecting a future trip under SCHEDULE A, article II, Section 2, E, 5.

Section 2(a). OVERNIGHT TRIPS.

Method of Pay: The driver would be paid for all driving time within a twenty-four (24) hour period beginning at 12:01 a.m. and in addition thereto would be paid eight (8) hours waiting time out of the twenty-four (24) hour period.

Any portion of a twenty-four (24) hour period after the 12:01 a.m. involved in a trip, where the full twenty-four (24) hour period is not involved, shall be paid first at the regular hourly rate for actual driving time and the remaining portion of the twenty-four (24) hours shall be paid at waiting time up to a maximum of eight (8) hours.

All trip expenses, such as fuel, oil, repair, etc. that are the District's responsibility, must be arranged by the District whereby the driver is not expected to pay out of personal money and later be reimbursed.

Assignment of Trips: Overnight trips will be posted along with long field trips and assigned from that board in the same manner and rotation with long field trips.

Meals: In the event the charter group does not pay for the driver's meals, a \$22.00 per day allowance for each day of the trip will be paid to the driver in advance of leaving on the trip.

Lodging: Adequate lodging will be furnished at no cost to the driver.

ARTICLE 3 - INSURANCE

ARTICLE III - INSURANCE

The Employer shall provide single subscriber health insurance for employees who work twenty (20) or more hours per week on regularly assigned routes. The Board agrees to pay the cost of health insurance premiums up to the annual 'hard cap' limit that is in place at the start of the health insurance plan year, as established by MCL 15.563, as amended by 2013 Public Act 270, for health insurance premiums, taxes, and fees. Members choosing single subscriber health insurance will pay the balance of the monthly health insurance premium, taxes, and fees.

For the 2017-2018 health insurance plan year, employees may select from the following plans:

McLaren HMO \$500/\$1000 Annual Deductible In-Network
McLaren HMO HSA \$2000/\$4000 Annual Deductible

The Board agrees to pay One Hundred Eighteen Dollars (\$118.00) per month in cash for drivers not electing to take health insurance. Cash in lieu payments are conditional upon the District receiving documentation of other coverage that meets the Affordable Care Act minimum value and coverage requirements.

Term life insurance in the amount of \$10,000 with \$10,000 Accidental Death and Dismemberment will be provided each driver.

A bargaining unit member may occupy more than one (1) position in the District provided that the hours of work and the position requirements do not conflict with one another; and provided further, that the hours do not make the employee eligible for health insurance coverage as a full-time employee under PPACA or other applicable law.

The parties agree to reopen negotiations annually, at the request of either party, for the purpose of agreeing on a health insurance, prior to the district's health insurance plan year.

ARTICLE 4 - EXPENSES

When drivers are required to buy gasoline, oil, etc., on a field trip, the Board will either provide the driver with a Board credit card or sufficient funds in advance to cover the anticipated expense. Drivers are required to obtain sales slips for all purchases and to turn these in promptly to the Transportation Supervisor upon their return.

In the event of unexpected emergency expenditures, drivers will be reimbursed promptly for out-of-pocket expenses within twenty-four (24) hours, upon filing an expense voucher.

Drivers shall be paid for training other drivers, at their base rate of pay.

Drivers Admission: The Board will reimburse the driver for any admission charge necessarily paid by the driver where inclement weather prevents the driver from staying with the bus and other accommodations are not available.

ARTICLE 5 - NON-PAID VACATION

Drivers with one to nine years of experience may accumulate one (1) week of vacation, and drivers with ten or more years of experience may accumulate two (2) weeks of vacation. Any driver with one (1) or more years of seniority will be granted up to five days vacation time without pay upon proper notification of the Transportation Supervisor provided, however, that no more than two (2) drivers may be on vacation on the same day or days. Requests for vacation days will be honored on a first come, first served basis, except where two (2) or more employees request the same day or days at the same time, in which case seniority will prevail. Granting of vacation time will be dependant on the District's ability to fill the driver's vacant route.

Vacations may not be taken either the week before or the week after Winter Break (Christmas-New Year) or Spring Break. Vacations may not be taken the first two weeks of school.

The proper notification requirements for purposes of Schedule A, Article V will have been satisfied if the driver makes a written request to the Transportation Supervisor for the vacation day(s) at least two (2) weeks in advance.