

**MASTER AGREEMENT**

**NEGOTIATED AGREEMENT BETWEEN**

**TEAMSTERS LOCAL 214**

**AND THE**

**BOARD OF EDUCATION OF**

**NAPOLEON COMMUNITY SCHOOLS**

**JULY 1, 2009 – JUNE 30, 2012**

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NEGOTIATED AGREEMENT  
Between  
TEAMSTERS LOCAL 214  
and the  
BOARD OF EDUCATION OF  
NAPOLEON COMMUNITY SCHOOLS

This agreement entered into by and between the Board of Education of the Napoleon Community Schools, hereinafter called the "**Board**" and the Teamsters Local 214, hereinafter called the "**Union**".

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**ARTICLE 1**  
**RECOGNITION AND CLASSIFICATION**

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- A. The Board hereby recognizes Teamster Local 214 as exclusive representative for regular bus drivers employed by the Board, but excluding substitutes, supervisory and executive personnel, office, clerical, maintenance and operating employees.
- B. Unless otherwise specified, the term "**driver**", when used in this Agreement, shall refer only to regular bus drivers represented by the Union, and reference to male drivers shall include female drivers.
- C. The term "**Board**" shall include its officers, members or designated agents.
- D. Bus Driver Classifications  
Bus drivers are classified as follows:
1. Regular: Drives a specific route on a regular basis.
  2. Substitute Driver: Drives on a per diem basis when regular drivers are not available, except as provided in this Agreement. If a regular driver is on approved absence, regular drivers who are available will be offered the opportunity to drive the regular driver's special runs on a rotation basis.

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**ARTICLE 2**  
**UNION MEMBERSHIP**

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- A. Membership in the Union is not compulsory. Drivers have the right to join, not join, maintain, or terminate their membership in the Union as they see fit. Neither party shall discriminate against a driver as regards to such matters.
- B. Except as provided elsewhere herein, all regular drivers on the seniority list in the bargaining unit shall, on or before the thirtieth (30<sup>th</sup>) day following the beginning of the school year, beginning of the employment, or the execution of the collective bargaining Agreement, whichever is later:
1. Become members of the Union; or
  2. Pay a service fee which the Union certifies in writing as the cost per individual represented for negotiation and administration of this Agreement. Such cost amount shall be verified and submitted in writing to the Board on or before September 15, of each year or within five (5) days after the execution of this Agreement, whichever is later, and notice of this shall be presented in writing by the Union to all drivers. Dues and service fees will be a required deduction from payroll under this Agreement. The board will accordingly payroll deduct pursuant to the authority set forth in M.C.L.A. 408.477.
- C. Other than full time drivers:
1. Temporary or substitute drivers shall not be required to join the Union or pay a service fee.

2. Regular drivers hired during the school year shall be required, as a condition of employment, to tender (through direct payment) only a pro rata amount of the membership dues or service charge. Such pro raturum shall be based on ten (10) months.
- D. Deduction of membership dues and service fees shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year, and the Board agrees to promptly and monthly remit to the Union Treasurer all monies so deducted, accompanied by a list of employees from whom the deductions have been made.
  - E. The service fees paid by non-members cannot be used for any purpose not permitted by law. If the Union fails to abide by this Section, Paragraphs B through E of this Article shall be null and void.
  - F. If any court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal or unconstitutional, or if the State Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), Paragraphs B through E of this Article shall be null and void and the Union shall reimburse all drivers who have been required to pay either dues, fees or service charges when it has been finally determined that such driver is legally entitled to reimbursement, provided such drivers must request the Union for reimbursement within thirty (30) days of such court, agency or legislative decision or action.
  - G. The Union shall indemnify the Board its individual members and save them harmless from all loss, damage costs or expense resulting from or

caused by action taken by the board in complying with the Agency Shop provisions of this Article.

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**ARTICLE 3  
DRIVER RIGHTS AND RESPONSIBILITIES**

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A. **General**

Drivers are to abide by all applicable laws and statutes pertaining to bus drivers, Board written policies and procedures, and terms of this Agreement.

B. **Personal**

When on duty, each driver is to be clean and neat in appearance, to refrain from use of tobacco, to use no profane language in the presence of school children, and to not be under the influence of drugs that may effect the driver's ability to drive safely, or intoxicating liquor.

C. **Discipline**

Drivers shall, minimally, receive a written statement from the Transportation Supervisor regarding a deficiency or delinquency in their performance. The written statement shall be placed in the driver's personnel file. The driver will have the right to attach any comments related to the said statement. The statement shall, as appropriate include:

1. The discrepancy of deficiency.
2. Suggestions to eliminate the discrepancy of deficiency.
3. Period of time for correction.

A copy of the written statement shall be signed by the driver and Director of Transportation.



D. The Board shall not discharge or suspend any employee without good and sufficient reason, but prior to discharge or suspension, the Employer shall give at least three (3) warning notices of complaints against such employee to the employee, in writing and a copy of the same to the Union, except that no warning notice need be given to an employee before he is discharged or suspended if the cause of such discharge or suspension is immorality, dishonesty, theft, recklessness, the carrying of unauthorized passengers, unauthorized use of bus, unauthorized use of radio, use of or under the influence of behavior affecting substances while on the job, or insubordination. Such dismissals shall be at the discretion of the Board. The warning notices, as herein provided, shall not remain in effect for a period of more than twenty-four (24) months from the date of said warning notice. However, if two (2) notices are issued for the same violation within twenty-four (24) months, the second of the two shall be accompanied by a two (2) day suspension without pay. This will also cause each of the two (2) notices to remain in the driver's file for 24 months from the original date of placement.

Discharge must be by written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an employee should be reinstated, the employee shall be compensated at his usual rate of pay for the period he was out of work. A request by an employee for an investigation as to the employee's discharge or suspension must be made by written request to the Superintendent of Schools within five (5) working days from the date of discharge or suspension. Appeal from discharge or suspension must

be heard within fifteen (15) working days from the date of the hearing. If no decision has been rendered within fifteen (15) working days after the hearing, the case shall then be taken up as provided for in the grievance procedure.

Section D shall not apply to probationary employees.

E. **Absences**

The driver shall contact the Transportation Supervisor, or a designated person, if unavailable for work due to illness at least one hour prior to his/her scheduled run departure time, except in case of an emergency. However, if a driver is ill and knows that he/she will be ill the following day, said driver shall notify the Transportation Office prior to 2:30 p.m. on the first mentioned day of illness.

During a school year, the third and subsequent time that a driver fails to call, as described in the preceding, the driver shall be suspended from driving for three (3) days, at which time the driver's record will be thoroughly reviewed and possibly lead to dismissal.

F. **Pupil Supervision**

Each driver shall be responsible for the supervision of pupils and shall be stationed at or on their bus while loading, transporting and unloading same: which shall include the following:

1. To assign seats, if necessary, to minimize discipline problems and confusion in loading and unloading pupils.
2. To permit children to leave buses only at their regular stop and to permit only those children assigned to the bus to ride same, except upon written request of parents or direction of the school administrator.

3. To observe children leaving the bus until they have safely crossed the highway, or otherwise not subject to traffic hazards.
4. To have children pass in front of bus when necessary for them to cross a highway.
5. To leave a loaded bus only in the case of an emergency when there is no other individual present who can leave.

G. **Pupil Discipline**

Drivers will be supplied with up-to-date copies of policies and rules governing student discipline which are relevant to the Transportation Department. The District will assess the need to review/update the Transportation student discipline policy at least every five (5) years. The drivers may appoint bargaining unit members to sit on the committee. Participation shall be voluntary and as such shall be without compensation.

H. **Bus Operation**

Buses are to be operated in accordance with applicable state and local laws and State Board of Education rules and regulations.

I. **Bus Maintenance and Service**

Bus drivers are:

1. To cooperate with school officials, mechanics, and other personnel in the mechanical maintenance and repair of the bus.
2. To gas and oil bus and to have bus serviced at regular times and/or mileages.
3. To prepare reports and keep required records.

4. To report any mechanical condition which may effect the safety of children in the driver's care using a form provided by the Director of Transportation. A copy of the report indicating that conditions have been corrected shall be returned to the driver.
5. To keep the interior and windows clean.
6. To daily check windshield wipers, lights, and safety equipment, e.g., flags, flares, first aid supplies, fire extinguishers, etc.

J. **Forms**

Drivers shall be provided with all necessary forms, e.g., report sheets, maps, etc.

- K. Drivers are responsible for complying with the provisions of the Omnibus Transportation Employee Testing Act.

L. **Supervision of Special Education Transportation Aides**

Bus drivers are in charge of the bus. The job description for aides clarifies the role of the aides and that the bus driver is in charge.

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**ARTICLE 4**  
**BOARD RIGHTS AND RESPONSIBILITIES**

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- A. The Board, on its own behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights and 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 not without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
  2. To hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
  3. To establish runs and routes for buses, including special trips, and to provide for athletic, recreational and social trips for students, all as deemed necessary or advisable by the Board.
  4. To approve the means and methods of transportation, and the selection of vehicles and other transportation materials.
  5. To determine bus schedules, the hours for same, and the duties and responsibilities of bus drivers.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of written policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent of such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and the authority under the Michigan General

School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

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**ARTICLE 5**  
**VACANCIES AND REDUCTION IN PERSONNEL**

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A. **Seniority**

Only regular drivers accrue seniority. Seniority shall be determined as the length of continuous service as a regular bus driver for the District.

Seniority shall begin from the first day the driver begins his/her assigned or selected route.

New drivers shall serve a ninety (90) day probationary period. In the event a probationary employee is absent during his probationary period, the number of days absent will be added to the (90) calendar day probationary period.

The discipline and discharge of probationary employees shall not be subject to the grievance procedure set forth in Article 9.

Seniority does not accrue while on layoff or unpaid leaves of absence.

Seniority will continue to accrue for the first two (2) years of a Worker's Compensation leave of absence.

B. **Vacancies**

Vacancies occurring in the transportation unit shall be posted within ten (10) working days of such vacancy and remain posted for not less than three (3) days. Bids will be accepted and runs awarded based on seniority. No more than two drivers shall be reassigned per opening and no driver shall be reassigned more than once during a school year.

C. **Reduction of Number of Bus Drivers**

In the event that the Board determines that certain bus drivers are to be laid off, the lowest seniority bus driver will be laid off first, the second lowest in seniority shall be laid off second, etc. Recall shall be in inverse order of lay-off. With the exception of layoffs resulting from bid meetings, bus drivers laid off during the school year will be given (10) calendar days notice.

No notice of layoff will be required if the instance of a rescheduling of days is due to a labor dispute involving another bargaining unit.

D. **Recall**

Non-probationary drivers shall be entitled to recall for a period of two (2) years from the effective date of his/her layoff. Notice to a driver that he is being recalled to work shall be sent by certified mail to the employee's address the Board has on file. If the driver fails to report to work within ten (10) calendar days from the date the notice of recall is mailed, he shall be considered to have quit.

E. A regular driver who has only a single run or a mini run on a daily basis, will be given the opportunity to accept all the runs (except special runs) of an absent driver regular driver in addition to his/her own single run prior to assigning a substitute driver.

F. A regular driver who has only a single run or a mini run on a daily basis, will be given the opportunity to accept the route of a disabled regular driver who is going to be absent for at least ten (10) work days on an approved leave of absence.

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**ARTICLE 6**  
**BUS RUNS, ROUTE, TRIPS, ASSIGNMENTS, AND STORAGE**

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**A. Definitions**

1. Single Run: Consists of a bus leaving the storage point, picking up pupils at predetermined stops, then depositing them at the designated school; or reversal of the preceding.
2. Double Run: Consists of two single runs which are made one after the other; the first run carrying secondary pupils, the second run carrying elementary pupils.
3. Special Run: Consists of a bus carrying pupils between schools in the District, or between a school in the District and a school in another district back to the place of origination; may pick up and drop off pupils enroute, e.g, shuttle run, etc.
4. Trip: Assigned trip responsibilities of more than three hours.
5. Mini-Trip: Assigned trip responsibilities of (3) hours or less.  
Compensation to be a minimum of three (3) hours at the extra trip rate.
6. Drop and Return Pick-up: Driver transports to an event, drops students and returns at a scheduled time for pick up and returns students to original departure point.
7. Regular Route: Consists of runs that a bus regularly travels each school day. May be a single, double or any combination thereof.
8. Special Route: Consists of a special run or a combination of special runs.



Trips shall be posted approximately based on the above definitions with the start time and estimated end time.

**B. Bus Runs**

1. Runs: Runs are planned by the Administration for efficient utilization of buses and to minimize pupil time on buses and number of bus stops. The administration shall provide annually an updated map for each run which show the location of pupil pick-up stops and number of students. During the month of June, drivers may submit suggestions and ideas in writing to be used at the discretion of the Administration in determining bus runs for the following year.
2. Double Runs: The director of Transportation will combine runs and will pair single runs to make up double runs. The resulting double shall have approximately the same bus running time.
3. Regular Routes: The director of Transportation will combine runs as required to make up regular and special routes.

**C. Route Selection**

Maps and information on routes will be available for review approximately two (2) weeks prior to the first (1<sup>st</sup>) day of school. The Transportation Supervisor shall call a meeting of the regular bus drivers no later than one (1) week prior to the first (1<sup>st</sup>) day of school for the purpose of selecting routes. Drivers who cannot be present may indicate in writing their choice of routes prior to the meeting.

Selection of routes shall be as follows: The regular bus driver with the most seniority shall have first (1<sup>st</sup>) choice; the regular bus driver with the

second (2<sup>nd</sup>) most seniority shall have the second choice, etc. Each year, the selection of regular routes will include those special routes which the employer and union agree to permit to be bid along with regular routes. After a driver has selected a regular route, the driver may then select a compatible special route. It is understood that a driver must select an available regular route to be eligible to select a special route.

The route selection meeting shall be voluntary and shall be considered as uncompensated time. Drivers may select a run by proxy by notifying the Transportation Supervisor in writing. Absent drivers who fail to select by proxy, will be assigned by the Transportation Supervisor.

In the event a run is cancelled and/or is permanently reduced in time by at least thirty (30) minutes per day during the school year, the driver affected by the change shall have the right to displace a less senior driver.

In the event such changes take place between the beginning of school and October 1, the change in assignments will transpire within the first two (2) weeks in October.

D. **Work Assignment Procedure for Special Runs**

1. A seniority list composed of drivers will be posted on the driver's bulletin board with an indicator showing the status of Special Run rotation. Such runs will be assigned on a rotational basis, provided the run is compatible with their regular assignment.
2. Interested available regular drivers may sign up for substituting on a special run following assignment of daily runs at the beginning of the year if they do not have conflict with their regularly scheduled daily assignment.

3. Drivers first assigned to substituting of special runs shall continue on any absence exceeding one day.
4. If no driver is available, the Administration shall determine the filling of the special run.
5. Late Trips: In the event a trip is scheduled after the posting of extra trips by regular drivers, the Transportation Office will first offer the late trip to the next driver in rotation from the late trip roster sheet.

D. **Work Assignment Procedures for Trips**

1. A seniority list will be posted on the drivers' bulleting board with an indicator showing the status of extra trip assignment rotation. This list will serve as back-up to that list maintained by the Transportation Office.
2. All rotational rosters will remain in sequential order from year to year.
3. Trips will be posted in three day blocks, with the exception of those trips that fall on Sunday which will be part of a four day block.
4. Trips scheduled for Saturday, Sunday, Monday, and Tuesday will be posted no later than 3:00 p.m. the Monday previous, and assigned after 3:00 p.m. on Thursday. Those trips scheduled for Wednesday, Thursday, and Friday will be posted no later than 3:00 p.m. on the Thursday previous, and assigned after 3:00 p.m. on Monday.

5. Work assignment for summer work:
  - a. Trip assignments from the summer trip list shall begin on the first day school is out for summer and shall end on bid meeting day.
  - b. Trips scheduled between bid meeting day and the first day of school shall be assigned from the late/extra trip list.
  - c. Starting with the first day of school, trips shall be assigned from the posted/assigned trip list.
  - d. Rotation and selection of employees from the trip list shall be continuous throughout the term of the agreement.
6. Drivers will sign for trips by placing their name and listing preference of their trips in alphabetical order for the entire three or four day block. Trips will then be assigned according to preference and rotation.
7. If a trip does not conflict with one half of a regularly assigned double run, a Regular driver may elect to split a double run assignment in order to accept a trip.
8. Once a driver has been assigned a trip, said driver must perform that work assignment. In cases of illness, bereavement or emergencies, a driver will be excused from the assignment and the trip will be offered to the next available driver in rotation who signed for the trip. Acceptance of a trip will not affect the rotation. Any driver demonstrating a developing pattern of an inability to fulfill an assigned trip responsibility shall be of concern to both administration and the Teamsters Local Union. It is agreed that a

cooperative effort will be made to resolve such a concern. Any driver who fails to take three (3) such assignments for any reason except cases of illness, bereavement or emergencies shall be removed from the sign up list for 30 days.

9. Drivers may exchange same day trips with approval from supervision.
10. If a trip has not been signed for, it will be assigned in accordance with this Negotiated Agreement. If it should be necessary to assign this trip to a regular driver, this will not affect the driver's regular rotation.
11. The Chief Steward or designee will assist in monitoring extra trip assignments and posting procedures.
12. When a trip is canceled or postponed, the bus driver will be notified at least four (4) hours before scheduled:
  - a. The assigned driver will have the right of first refusal when the trip is rescheduled.
  - b. If the trip is on a non-school day and the driver is in route or at the bus garage, said driver will also, be paid (1) hour at the trip rate as "show up" time.
13. A chaperone shall be provided for each bus and the bus seating capacity shall not be exceeded as established by state guidelines. Advance monies shall be provided the bus drivers when the supervisor deems it necessary. Space in the bus garage office shall be provided for a form on which to record trip data, i.e.,

destination and date, driver acceptance or refusal, cancellations, etc.

E. **Bus Assignment and Storage**

Each bus will be assigned to a route by the Transportation Supervisor after the routes are made up for the school year. After the bus driver has selected a route, the Transportation Supervisor will specify where the bus is to be stored. This storage will normally be at the bus driver's home or at the school.

F. Drivers will be assigned the same bus each year, except in circumstances that require a change. In the event the above occurs, the Transportation Department will review the decision with the personnel involved. If the driver disagrees, he/she may appeal to Central Office. The decision of the Superintendent or his assistant shall be final.

G. **Summer Work**

Summer work if known, will be posted prior to the end of the school year. All such assignments shall first be offered to regular drivers via the same procedure as extra trips, unless a consistent daily or weekly schedule has been established, in which case the same will be assigned to one driver as would a regular run.

Written requests may be filed by June 1, with the Transportation Supervisor or his designee, by drivers desiring summer driving assignments which are not known prior to the end of the school year. Such assignments shall be made on a seniority based rotation.

Records will be maintained on a form in the bus garage office which shall minimally reflect the trip destination and date, driver acceptance or refusal, cancellations, and date the trip was assigned.

H. **District Rights**

1. The Board reserves the right to continue to use the nine (9) passenger van (count includes the driver) to transport students without utilizing a bargaining unit driver, but will not utilize additional vehicles in conjunction with the van to transport additional students.
2. District school buses driven by district employees will be used to transport students for all extra-curricular activities with the following exceptions:
  - a. Activities with fewer than nine (9) students must be driven by a school employee in a school vehicle.
  - b. Golf practices with 7 or fewer students may be driven by the coach in a district vehicle.
  - c. Golf practices at home courses.
  - d. Cross country practices within district boundaries.
3. The Board reserves the right to coordinate transportation needs with other districts for runs or trips, as set forth in Article 6.A, which require transportation outside the district. The Board will notify the union when other districts are utilized.
4. Volunteers may continue to transport students home from extra trip activities. Where such trips will not require return transportation, the trip will be posted as such for bidding purposes. This provision is not intended to prohibit the continued transportation of students

(i.e., day care program trips) where non-unit personnel or volunteers have been used in the past.

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**ARTICLE 7  
COMPENSATION**

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**A. Regular Run Compensation**

The regular run Hourly Rate Schedule shall be as follows:

Hourly Rate Schedule

	2009-2010	2010-2011	2011-2012
First Year	\$15.77	\$15.77	\$15.77
Second Year	\$16.48	\$16.48	\$16.48
Third Year	\$17.15	\$17.15	\$17.15

\*Economic Re-Opener, Article 11.E.

1. Common Planning Stipend: Each eligible regular full time driver (double regular runs or the equivalent or more) shall receive One Hundred Nine Dollars (\$109.00) the first pay period of December of each year of this Agreement to compensate for work time lost on common planning days. The \$109.00 stipend shall not be paid for any contract year during which no work time is lost on common planning days due to the elimination of common planning or adoption of a revised schedule. To be eligible for the \$109.00 stipend a driver must work a majority of the common planning days during the previous 12 months (December 1 through November 30).



2. Supervision will establish an authorized daily time for all regular routes. The Hourly Rate will be paid for all authorized time spent on a regular route. In the event a driver believes the authorized time is incorrect for his/her regular route, the driver will notify the Transportation Supervisor and request the route (or portions thereof) be retimed. The route (or portions thereof) will be retimed within a reasonable time period and approved adjustment(s) will be made retroactive to the date of the original request for review. The Hourly Rate will be paid for authorized driving time and for pre and post trip activities (10 minutes per departure) such as cleaning (which is also expected to continue while on layover time as in the past), safety checks, fueling, etc.
3. Time in student discipline meetings (including calls made to parents), required staff meetings, etc., will be paid at the extra trip rate set forth in Section C.1 below and will be turned in each payroll period on forms provided by the Transportation Supervisor. It is expected that calls made to parents will be made during pre trip/post trip time and during layover, to the extent possible, other than submitted for additional pay.
4. All buildings – Minimum: Each regular full time driver (Double regular runs or the equivalent or more) shall receive a minimum of one (1) hour pay on certain days when only one school is in session. The Operations Manager and the Chief Steward will meet each year prior to the bid meeting to establish in good faith those

days when the one (1) hour minimum shall apply based on the established school calendar.

**B. Longevity**

- | <b>1. <u>Years</u></b> | <b><u>Pay</u></b> |
|------------------------|-------------------|
| <b>5-8</b>             | <b>\$190</b>      |
| <b>9-12</b>            | <b>\$220</b>      |
| <b>13-16</b>           | <b>\$250</b>      |
| <b>17-20</b>           | <b>\$275</b>      |
| <b>21 +</b>            | <b>\$305</b>      |
- Any driver, regardless of runs driven, and regular drivers choosing to drive less than two (2) double runs or four (4) runs when additional runs are available, will receive half of their longevity pay.
  - Any driver absent five (5) or more days without pay shall receive a prorated portion of their longevity pay based on total driver work days for the year.
  - Longevity pay will be included in the last pay check of the school year and based upon years of seniority on February 1 of said year.
  - The longevity pay provisions shall not apply to employees hired after July 1, 1989.

**C. Extra Trips**

- During the term of this Agreement the extra trip rate schedule shall be \$11.45/Hour.
- On overnight trips, drivers will be paid for not more than 12 hours in a 24-hour period unless more than 12 hours are actually spent driving. The 24-hour period begins at the onset of the trip.
- The administration reserves the right to assign any extra trip to the lowest seniority driver as a condition of continued employment.

4. Drivers will be provided lodging and meals on overnight trips, and tickets to any event for which they are required to stay for the duration of the trip by the sponsoring group or organization. On other trips, drivers will be given an opportunity to purchase tickets and meal functions in advance where the sponsoring organization does not provide them for the driver.
5. Drivers shall be paid a \$1.00 per hour premium for all hours worked on any of the paid holidays designated in Article 6.1.
6. Drivers will be paid a \$4.00 per hour premium for extra trip time that overlaps their regular run time. The overlap premium will be paid from the time a driver stops being paid the regular run rate to the end of the regular run time.
7. Camp Storer and other activities which are an extension of the regular classroom schedule, will not be subject to this provision, provided such activities are scheduled within the boundaries of Napoleon Community Schools or a contiguous district. Such trips will not be subject to the extra trip bidding procedures and will be paid at the regular hourly rate of pay.
8. Extra trips for invitationals or tournaments (typically expected to be many hours) may be changed to a drop up to the night before and the drivers will be paid for the originally scheduled time. Trips of this nature may be assigned as a drop subject to a three hour minimum, when the trip is scheduled provided the coach has permission slips in accordance with the District guidelines.

D. **Break-Down**

When a bus breaks down while on a run or a trip, the driver shall be paid at the same rate for the actual time worked in excess of the normal time required to complete the run or trip, or for one (1) hour, whichever is greater.

E. **Insurance**

1. Drivers who drive a minimum of four (4) runs per day will have the opportunity to purchase health insurance available to other employee units. The District will establish and maintain a cafeteria plan under Section 125 of the Internal Revenue Code to permit drivers to purchase such health insurance with pretax dollars.
2. This opportunity will be made available subject to the rules and regulations of the various insurance administrators and/or carriers.
3. Payment for said insurance must be made to the district Business Office no later than the third Monday of each month for the following month's insurance.
4. The Board will be held harmless for any loss incurred by the driver as a result of the driver's failure to comply with number three (3) above.
5. For drivers who are normally scheduled to drive double regular runs or more, the Board will contribute the premiums for MESSA Pak B insurance plan for each week the driver is employed and so scheduled. Further, the Board will continue to contribute said amounts during the summer break for those drivers who qualified

for said benefit at least 35 weeks in the school year preceding the summer break.

6. Drivers will be permitted to enroll in variable options made available through the Board subject to the rules and regulations of the insurance administrators and underwriters. The cost of premiums in such instances will be assumed by the driver through payroll deductions.
7. Any amounts owed by the driver under this section will be payroll deducted in accordance with the Business Office procedures as a condition of the master contract pursuant to the authority set forth in MCLA 408.477.

Insurance as provided herein, is subject to the rules and regulations of the insurance carrier(s) and/or underwriter(s)

F. **Medical Examinations**

The Board shall select a medical doctor to complete the yearly required physical examination for each driver. If the driver does not use the services of the Board appointed doctor but has a medical examination conducted by their personal doctor, the Board will reimburse the driver up to the amount charged by the school district doctor. In the event the examination is less by the employee's personal physician, the Board will pay that amount only. The Board will reimburse employees at a rate equal to the fee charged by the Jackson County Health Department for "TB Skin Tests" if the tests are required by law.

G. **State of Michigan Required Courses**

Fees for courses that drivers are required to attend for the purpose of maintaining their driver certification will be paid for by the Board. Each driver will be compensated at the extra trip rate.

The Board will not be required to pay the aforementioned rate when the courses are required due to drivers license points or other similar types of infractions by the driver.

H. **Commercial Drivers License Fee**

The Board will reimburse the driver for the cost of the Commercial Drivers License fee.

I. **Paid Holidays**

Drivers will be paid holidays per the following schedule:

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

In the event Good Friday or President's Day is scheduled as a day of student instruction, in whole or in part, an alternate day will be established.

In order to be eligible to receive holiday pay, a driver must work the last regularly scheduled work day preceding and the regularly scheduled work day subsequent to the paid holiday. The sole exception to this rule is personal illness within the guidelines set forth in Article 8.B, which is supported by a physician's statement.

J. **School Cancellations**

1. If school is cancelled due to inclement weather and the Board is not required to make up the day to receive State Aid for the day, drivers will be paid for the day at their regularly daily rate.
2. A decision will always be made and drivers will be notified as early as possible. Drivers having to leave the bus compound the earliest will be assumed to have to leave their home earliest and they, along with the Union Steward, will be contacted first. The Union Steward will present to the Transportation Supervisor for informational purposes, the fan-out call system to assist in prompt notification of all drivers.
3. If school is cancelled due to inclement weather and the Board is required to make up the day in order to receive State Aid for the day, drivers will only be paid for the runs which are directed to be completed.
4. Section J will be subject to renegotiations at the request of either party under either of the following conditions.
  - a. If the legislature amends or repeals Section 101(3) of the State Aid Act; or
  - b. If the courts declare that lost days of student instruction under Section 101(3) of the State Aid Act do not have to be made up to receive full State Aid.
5. Section J shall have no application to days cancelled due to a labor dispute with another bargaining unit.

K. **Student Disciplinary Meetings**

Drivers required to attend student disciplinary meetings with parents and the principal will be paid at the extra trip rate as set forth in Section C.1.

L. **Overpayments**

Any overpayments of funds to drivers made under the terms of this contract will be recovered through payroll deduction as a requirement of this contract, unless the driver makes acceptable arrangements with the Superintendent for restitution.

M. **Jackets**

During the first year of this Agreement the Board shall provide each regular full time driver with a winter jacket inscribed with the District logo and the driver's first name. During the second year of this agreement the district shall provide each regular full time driver with a spring jacket with logo and name.

N. **School Safety Act**

The district will pay for all costs related to the School Safety Act.

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**ARTICLE 8  
PAID LEAVES OF ABSENCE**

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A. **Accrual**

Regular drivers shall earn and accrue sick leave time at the rate of one (1) day per month for the first ten (10) months of each school year (10 days).

Sick time accrued shall be calculated in hours to the nearest five (5) minutes. For the purpose of this section, a day shall be defined as the number of hours the bus driver works on their regular assigned runs that



year. Sick leave not taken in any year shall be cumulative but in no case shall the number of days accumulated be more than sixty (60) days.

**B. Sick Leave**

1. Sick leave days may only be used as follows:
  - a. All sick leave days may be used for personal illness or quarantine. Personal illness shall include pregnancy related disability as verified by a physician's statement. Employees shall notify the Board as soon as possible regarding impending childbirth.
  - b. For funerals outside the immediate family, one (1) day may be used from the employee's accrued sick leave to cover the employee's absence.
  - c. The use of sick leave for a spouse, child or parent is limited to three (3) days per year and only in the instance of serious health conditions as defined in the Family and Medical Leave Act (FMLA) which are verified by a physician or other licensed professional. If additional time is required for such purpose, the employee may take additional unpaid leave as permitted by the FMLA.
  - d. A driver absent due to a compensable injury under the Worker's Compensation statute will be paid the difference between amounts received under the Act and his/her regular rate of pay, provided the driver has sick leave time available. The differences between the amount provided by law and the driver's regular pay will be deducted from the driver's

accumulation on a prorated basis. In the event the driver has exhausted his/her available sick leave the driver will only receive the amounts paid by law.

2. After five (5) consecutive days of absence, the employee shall supply the Board with a physician's statement to verify the cause of said absence. An employee who is chronically or repetitively absent shall be required to verify, by a doctor's excuse, the reason for such absences. Employees required to verify chronic absences shall be so notified in advance by the Board.
  
3. Any regular driver with ten (10) or more years of service to the Napoleon Community Schools who retired under the Michigan Public School Employees Retirement System shall receive the appropriate stipend according to the following formula, provided he/she qualifies; Hourly Rate X Service Factor X Number of Sick Days Accumulated. (For the purposes of this formula only, there will be a cap of seventy-five (75) on accumulated sick days.

<b><i>Years of Service</i></b>	<b><i>Service Factor</i></b>
<i>10</i>	<i>1.00</i>
<i>11-15</i>	<i>1.25</i>
<i>16-20</i>	<i>1.50</i>
<i>21-25</i>	<i>1.75</i>
<i>26-29</i>	<i>2.00</i>
<i>30+</i>	<i>2.5</i>

For example: A bus driver who retires under MPERS with 22 years of service with an hourly rate of \$17.00, and a sick day accumulation of 75 days would receive the following stipend: (\$17.00/hour X 1.75 service factor X 75 days sick time = \$2,231.25.)

C. **Personal Leave**

Personal leave days to a maximum of two (2) days for regular drivers will be granted to attend to urgent affairs that cannot be performed outside of the regular working hours.

Any request for a personal leave day must be done in writing in advance at least three (3) days and approved by the Director of Transportation and the Superintendent, or his designees.

In cases of emergency, a written request upon return to work will be required to determine by the administration if the leave for personal leave falls within the guidelines as established.

Personal leave shall not be granted for seeking other employment, for hunting or fishing, or other recreational activities, for marriage or to attend a wedding. It is further understood such leave shall not be granted the day preceding and/or following a vacation period or holiday.

Unused personal business days will be added to the driver's sick leave accumulation at the end of each school year.

D. **Jury Duty**

A driver required to serve as a juror in any proper court of jurisdiction will continue to be paid at his/her regular daily rate during such time of jury service. To qualify for salary payment, the driver must forward all payment for jury duty, except reimbursement for travel, over to the Board.

E. **Partial Days Off**

In the event a driver has approved time off under this Article and such time does not exceed one-half of his/her own double run, it is agreed that the

regular driver will be allowed to drive one-half of his/her own run and be compensated accordingly.

**F. Bereavement Leave**

1. Three paid days will be granted in the case of death in the immediate family – defined as brother, sister, brother-in-law, sister-in-law, grandparents and grandchildren.
2. Five paid days will be granted in death of spouse, child, step-child, parents and parents-in-law.
3. Note: See section B.1.b for other funerals to be taken from sick leave.

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**ARTICLE 9  
UNPAID LEAVES OF ABSENCE**

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**A. Other Leaves**

The unpaid leave provisions of this Agreement shall be construed consistently with the requirement of the FMLA. All unpaid leaves required by the FMLA shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. A leave of absence without pay for reasons other than those covered by the FMLA may be granted by the Board upon written request of the driver.

**B. General Conditions**

For unpaid leaves other than those covered by the FMLA the following conditions shall apply unless otherwise indicated:

Requests for leaves shall be in writing.

1. Eligibility shall be based on a minimum of two (2) years continuous employment in the District.
2. All extended leaves shall be limited to one year.
3. A driver's basic salary shall be changed when the salary has changed.
4. Sick leave days and seniority shall not accrue, but unused sick leave days and seniority held at the start of the leave shall be reinstated.
5. No salary shall be paid.
6. Not later than 30 days prior to termination of a leave, the driver must notify the Superintendent of intent to return. Failure to comply with this provision shall be conclusive evidence of resignation.

C. **Leaves of Absence**

Any regular driver whose personal illness extends beyond the period compensated may be granted a leave of absence, without pay. The duration of such leaves under Section E and F shall not exceed two (2) years. Upon return from leave the driver will be assigned to the same route, if available. Drivers who do not return within the two (2) year period shall not have any further reinstatement rights. A statement from the driver's personal physician shall be furnished to the Board before return to employment in the District is permitted. The Board reserves the sole right to select a physician at its expense to verify such statements.

D. **Dock Days**

No full or partial days off without pay will be granted, except as follows:

1. For personal illness (within the guidelines of Article 8-B) which are supported by a physician's statement.

2. Up to five (5) days per year may be granted by the Superintendent to bus drivers who have been employed at least two (2) years. The denial of such days is not subject to the grievance procedure.

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**ARTICLE 10**  
**GRIEVANCE PROCEDURE**

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- A. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
- B. Nothing contained herein shall be construed as limiting the right of any driver with a complaint to discuss the matter informally with any appropriate member of the administration.
- C. The failure of the driver to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- D. At any level, the failure of the administrator to communicate his decision within the specified time limit, shall permit the driver and/or the grievance committee to the next level.
- E. If any member of the grievance committee is a party of interest to any grievance, the member shall be disqualified and a substitute shall be named by the Union.
- F. The number of days indicated at each level shall be considered as a maximum and every effort be made to expedite the process, but may be extended by written agreement of both parties.

- G. A complaint or grievance may be withdrawn at any level and such withdrawal shall terminate the right to further action on that particular grievance.
- H. Written warnings are subject to the grievance procedure, however, warnings are expressly not subject to the arbitration provision of this Agreement.
- I. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder, may be processed through the grievance procedure until resolved.
- J. **Definitions**
1. A "complaint" is an alleged violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.
  2. A "grievance" is a complaint which has not been resolved and which has been reduced to writing.
  3. "Driver" includes an individual or group of drivers, or the Union, as long as the individual or group of drivers are members of the bargaining unit covered by this Agreement.
  4. A "party of interest" is the person or persons who might be required to take action, or against whom action might be taken to resolve the problem.
  5. The term "day" shall mean a school day, however, during the summer vacation the term "day" shall mean any day except Saturday or Sunday.
  6. "Supervisor" refers to the Transportation Supervisor.

K. **PROCEDURE**

**Step One** – Within five (5) days of the occurrence or knowledge of the occurrence upon which the complaint is based, the driver will present the complaint to the Supervisor either personally or accompanied by a Union representative. Within four (4) days after presentation of the complaint, the Supervisor will give his answer orally to the driver.

**Step Two** – If the complaint is not resolved in Step One, the driver may, within three (3) days of receipt of the Supervisor's answer, submit to the Union a signed written "Statement of Grievance". A copy shall be given to the Supervisor and the Superintendent at the same time. The grievance shall name the driver involved, shall state the facts giving rise to the grievance, shall identify all provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the driver and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the driver involved.

**Step Three** – If the grievance is not resolved in Step Two, then within five (5) days of the Union's receipt of the written grievance in Step Two, a copy of the grievance signed by the driver and a representative of the committee may be submitted by the driver to both the Supervisor and the Superintendent. Within six (6) days of receipt of the grievance, the Supervisor will indicate his disposition of the grievance in writing, and shall furnish a copy thereof to the Union, the driver, and the Superintendent.

**Step Four** – If the grievance is not resolved in Step Three, the driver may, within five (5) days of the receipt of the Supervisor's answer, submit the grievance to the Superintendent. The Superintendent, or his designee,



may meet with the Union on the grievance, and will indicate his disposition of the grievance in writing within six (6) days of receipt of the grievance and shall furnish a copy thereof to the Supervisor, the Union, and the driver.

**Step Five** – If the grievance is not resolved in Step Four, the driver may, within five (5) days of receipt of the Superintendent's answer, submit the grievance to the Board by filing a written copy thereof with the Secretary or other designees of the Board. The Board, or its designee, shall meet within ten (10) days with the Union for the purpose of arriving at a satisfactory solution to the grievance. The Board's disposition of the grievance, in writing, shall be made no later than five (5) days after said meeting, and a copy furnished to the Union, the driver, and the Superintendent.

**Step Six** – If the disposition of the grievance is unsatisfactory to the Teamsters Local 214 Grievance Panel, it shall, within thirty (30) calendar days of the disposition at Step 5, notify the Superintendent in writing of its intent to arbitrate the grievance. Within ten (10) calendar days, the parties shall mutually select an arbitrator and jointly contact the arbitrator. The hearing, in such instances, will be conducted in accordance with the rules of the American Arbitration Association (A.A.A.)

Absent mutual agreement within the ten (10) calendar day period, the Union shall have five (5) additional calendar days to submit a demand to arbitrate the grievance to A.A.A.

L. **Function and Power of the Arbitrator**

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make recommendations in cases of alleged violation of the specific articles and sections of his Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish salary scales or change any salary.
3. The arbitrator's powers shall be limited to deciding whether there has been a violation of express articles or sections of this Agreement, and the arbitrator shall not imply any other obligatory conditions from this Agreement: it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
4. The arbitrator shall have no power to interpret statutes.

M. **Arbitrator's Decision**

The arbitrator's decision, if within the scope of this authority as set forth above, shall be binding on both parties. The arbitrator's decision shall also specify a winner and a loser in each grievance which goes to arbitration.

N. **Arbitrator's Fees**

The fees and expenses of the arbitrator shall be paid as follows:

1. Loser pays 80%
2. Winner pays 20%

O. **Claims for Back Pay**

All claims for back wages shall be limited to the amount of wages that the driver would otherwise have earned. No decision in any one case shall require retroactive wage adjustment in any other case.

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**ARTICLE 11  
MISCELLANEOUS PROVISIONS**

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A. **Negotiations**

At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of bus drivers employed by the Board.

B. **Savings Clause**

If any provision of the Agreement or any application of the Agreement to any driver or group of drivers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. **No Strike**

1. Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit down, stay-in or slow-down, in any property of the Board, or any curtailment of work or interference with the operation of the Board during the term of this agreement,

or during any period of time while negotiations are in progress between the Union and the Board for the continuance of renewal of this Agreement.

2. In the event of a work stoppage, other curtailment of, or interference with the production, the Board shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until the same has ceased. The Union shall immediately instruct the involved employees, in writing, that their conduct is in violation of the contract, they may be disciplined up to and including discharge, and instruct all such persons to immediately cease the offending conduct.
3. The Board shall have the right to discipline, up to and including discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited.
4. The no strike provision shall not apply in instances involving prohibited employer activity under the Public Employment Relations Act.

D. **Entire Agreement, Amendment and Waiver of Breach**

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the Board and this Union. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the Board and the Union. The waiver of any breach,

term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

- E. Re-opener agreed to for economic issues in years two (2010-2011) and three (2011-2012).
- F. The parties agree to a "me-too clause" regarding wage increases as compared to the increases received by the Teachers. If the Teachers receive an increase greater than 0% in the 2009-2010 fiscal year then the greater amount will be provided to Teamster Local 214. If the Teachers trade other benefits to get a wage increase greater than 0% then the parties shall meet to determine if Teamster Local 214 wants to trade benefits for the higher wage.

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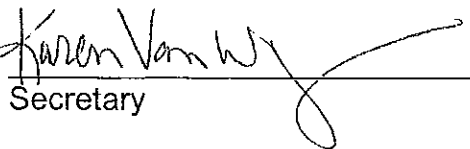
**ARTICLE 12**  
**DURATION OF AGREEMENT**

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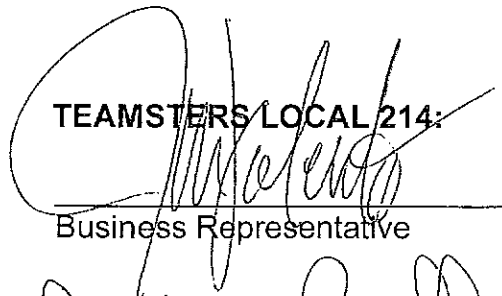
This Agreement shall be effective upon ratification by the parties and shall continue in effect until June 30, 2012.


**BOARD OF EDUCATION:**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**TEAMSTERS LOCAL 214:**

  
\_\_\_\_\_  
Business Representative

  
\_\_\_\_\_  
Chief Steward

LETTER  
of  
AGREEMENT  
between  
TEAMSTERS LOCAL 214  
and the  
NAPOLEON COMMUNITY SCHOOLS  
BOARD OF EDUCATION

January 12, 2010

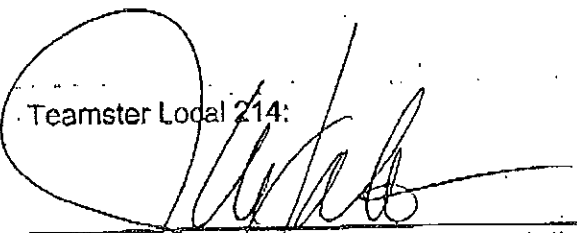
The following agreement is entered into by Napoleon Community Schools and Teamsters Local 214 on January 12, 2010 to confirm the enactment of the "me-too-clause" as defined in Article 11.F of the Master Agreement for July 1, 2009 to June 30, 2012.

The Teamsters Local 214 will receive a wage increase of 1% effective with the paycheck issued January 15, 2010.


Hourly rate schedule as a result of the 1% increase:

	2009-2010
First Year	\$15.93
Second Year	\$16.64
Third year	\$17.32
Trip Rate	\$11.56

Teamster Local 214:

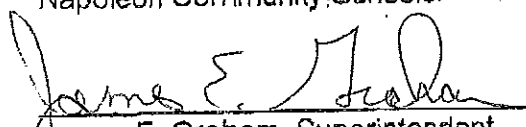


Joseph M. Valenti, Business Representative

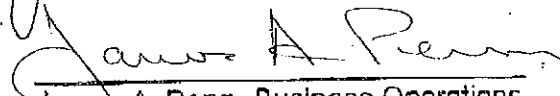


Cindy Pomerville, Chief Steward

Napoleon Community Schools:



James E. Graham, Superintendent



James A. Penn, Business Operations Manager