

AGREEMENT

Between

Kalamazoo Public Schools

And

**Kalamazoo Public Schools
Transportation Association/
Michigan Education Association**

2018-2019

MEA
Michigan Education Association

Kalamazoo Public Schools
Every child, every opportunity, every time!

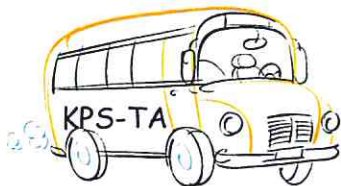


TABLE OF CONTENTS

Article 1 – Recognition	1
Article 2 – Drivers’ Rights and Deduction of Dues.....	2
Article 3 – Continuity of Operations.....	2
Article 4 – Board of Education Rights	2
Article 5 – System for Progressive Discipline/Performance Improvement	3
Article 6 – Grievance Procedure.....	5
Article 7 – Seniority	7
Article 8 – Scheduling.....	9
Article 9 – Hours and Work Assignments	16
Article 10 – Wages.....	18
Article 11 – Benefits	23
Article 12 – Separability and Savings Clause.....	30
Article 13 – Jury Duty	30
Article 14 – Workers’ Compensation.....	30
Article 15 – Limited Service Employees	31
Article 16 – General and Miscellaneous Provisions.....	31
Article 17 – Duration of Agreement	34
Appendix A – Experienced Substitutes.....	35
Appendix B – No-Fault Attendance Program	37
Appendix C – Reportable Crimes List	47
Index –	49

AGREEMENT

Between

KALAMAZOO PUBLIC SCHOOLS

And

**KALAMAZOO PUBLIC SCHOOLS
TRANSPORTATION ASSOCIATION,**

MICHIGAN EDUCATION ASSOCIATION

2018-2019

This Agreement entered into this 13th day of July, 2018 by and between the Kalamazoo Public Schools, Kalamazoo County, Michigan, hereinafter called the BOARD and the Kalamazoo Public Schools Transportation Association, Michigan Education Association, hereinafter called the UNION.

WITNESSETH

Whereas both parties following a period of negotiations have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1– RECOGNITION

Section 1 – The Board hereby recognizes Michigan Education Association (MEA) as the exclusive representative as defined in Section II of Act 379, Public Acts of 1965, in regards to wages, hours, and other terms and conditions of employment for all bus drivers employed by the Board. The term driver when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining unit as above defined.

Section 2 – The Union, its members and the Board of Education agree to provide equal employment opportunity to all persons without regard to race, creed, color, sex, age, national origin, religion or handicap.

Section 3 – Steward:

- A. The Union assures that it will maintain a minimum of five (5) stewards and shall inform the District of who they are.

In matters involving discipline, the Director or immediate supervisor will arrange for a steward to be present. The employee may refuse Union representation by acknowledging such in writing.

- B. When ten (10) or more summer assignments will be filled during the summer work period, at least one (1) of such position shall be awarded to a Union Steward, who will normally be the Senior Steward, unless none of the designated Union Stewards desires to work during the summer work period. The Steward shall be given only such extra seniority to allow him/her to accept the last available assignment. By June 1 of each year, the Union shall notify the Transportation Director or his designee in writing of who shall be considered the Senior Steward for purposes of this paragraph.
- C. The Union will be allowed six days of paid union release time each year. Requests for paid union release time will be provided to the Transportation Executive Supervisor, in writing, at least one week prior to the requested absence. No more than two union members will be gone at one time. Approval of the Executive Supervisor will be required.

ARTICLE 2 –

This Article is intentionally left blank

ARTICLE 3 – CONTINUITY OF OPERATIONS

Section 1 – The Union agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any illegal concerted action against the Board by any bus driving employee or any group of bus driving employees.

ARTICLE 4 – BOARD OF EDUCATION RIGHTS

Section 1 – The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the School District and supervise the bus drivers are vested solely and exclusively in the Board.

Section 2 – The Board's right to reprimand, suspend and discharge employees for just cause and to insure safe operations includes the right to implement and administer reasonable rules, regulations and policies. The Board shall have the right to make rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, security, efficient and/or effective operations. This shall include the right to modify and enforce rules governing regulation and testing for substance use, provided however, such rules shall not be broader in scope than those required or allowed governing other transportation employees subject to U.S. Department of Transportation regulations. The Board shall make the Employees and the Union aware of new or modified rules

and regulations prior to implementation. All Employees shall be required to adhere to the general policies of the Board and shall observe and obey all rules and regulations of the Board. The rules and regulations shall not limit the Board's right to discipline or discharge Employees under appropriate circumstances whether or not the cause for such action is addressed in said rules. Such discipline may be challenged through the grievance procedure.

Section 3 – Subcontracting: The Board reserves the right to subcontract whenever such subcontracted services will provide more efficient services to the City of Kalamazoo School District.

Section 4 – The Board shall continue its practice of employing casual and on-call drivers to perform fill-in work, provided however, these employees will not be assigned to routes which would lead to the layoff of seniority drivers and such drivers shall not hold a bid route which can be filled with a current seniority driver. Such casual and on-call employees are not part of this Agreement.

The District maintains the right to hire regular employees who are used for fill-in work and who are part of the unit and covered by the seniority provision of the agreement.

Section 5 – Pursuant to 2005 Public Acts 129-131 and 138, all employees shall self-report to the District and the Michigan Department of Education (MDE) when arraigned/charged and/or convicted with certain identified crimes. Within three (3) business days of arraignment, the employee must report the arraignment/charge and/or conviction to the Superintendent, or the employee may be found guilty of an additional crime. The reportable crimes are listed online with the Michigan Department of Education and in Appendix C. A copy of the "Arrestment Disclosure Form" follows Appendix D.

Section 6 – Emergency Manager--If an emergency manager is appointed by the State under PA4 of 2011 (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 and not as a result by agreement of the parties.

ARTICLE 5 – SYSTEM FOR PROGRESSIVE DISCIPLINE/ PERFORMANCE IMPROVEMENT

Section 1 – Board Rules and Regulations. Drivers are expected to comply with the rules found in the KPS Department of Transportation Training Manual. The provisions of the Manual shall not be inconsistent with the provisions of the Master Agreement.

Section 2 – Driver Discipline. No driver shall be disciplined, reprimanded, or reduced in compensation without just cause. Any disciplinary action shall be handled in a professional manner and in private. The driver is entitled to, upon request, Union representation at each step. Any disciplinary action may be challenged through the Grievance Procedure found in Article 6 of the Master Agreement between the parties.

The employer has seven (7) work days after they have knowledge or reasonably should have known of a violation or misapplication of any act that warrants disciplinary action to notify driver of potential disciplinary action.

It is agreed that there may be situations where an investigation after the initial meeting with the driver may require more than seven (7) work days, in such situations the administration can request an extension to complete their investigation to determine whether disciplinary action will be taken.

Section 3 – System For Progressive Discipline/Performance Improvement. The progressive discipline steps will be followed unless the seriousness of the violation or indication of unprofessional performance, such as illegal, unsafe, gross, or immoral activity, warrants stronger disciplinary action on the first occasion. Multiple unrelated offenses over a short period of time may also justify disciplinary action at a different step. The guiding concern for this process, where applicable, shall be the safety and welfare of KPS students

Step 1 - First Offense or Indication of Unsatisfactory Performance.

The driver will have a conference with Management about the problem in question. If an oral reprimand is issued, the issuing supervisor will make a note to the employee's file as to the date, the infraction, the circumstance, and the parties present at the disciplinary notification. The driver will be provided a copy of this record.

An oral reprimand has an active file life of six (6) months.

Step 2 - Second Offense or Indication of Unsatisfactory Performance.

The driver will have a conference with Management about the problem in question. A written reprimand about the unsatisfactory performance will be placed in the driver's file. Employee and Union Representative will sign the written reprimand document to acknowledge receipt of the notification, not as an admission of an infraction.

A written reprimand has an active file life of nine (9) months.

Step 3 - Third Offense or Indication of Unsatisfactory Performance.

The driver will have a conference with Management about the problem in question. A written reprimand about the unsatisfactory performance will be placed in the driver's file. The driver may also be subject to suspension, with or without pay.

Step 4 - Future Offense or Indication of Unsatisfactory Performance.

The driver is subject to any of the above as well as termination of employment. A list of highly serious offenses which may result in termination follows:

1. Testing positive for drugs or alcohol. Refusing to take any test is equivalent to a positive result.
2. Leaving a student unattended on a bus after completing an assignment.

3. Assault, threat of assault, or verbal abuse of any person in the school community.
4. Submitting false information on pre-trip vehicle inspections, payroll records, collision reports, or other official documents. Failing or refusing to report about vehicle collisions or any personal injury event is equivalent to submitting false information.
5. Theft or destruction of others' property.
6. Conviction of a felony.
7. Disabling, disconnecting, or bypassing any operation system, piece of equipment, or safety feature on a pupil transportation vehicle.
8. Carrying or transporting a weapon of any kind while on duty or on KPS property.
9. Violation of the District's Corporal Punishment Policy.
10. Violation of the District's Harassment Policies.
11. Any act that endangers or threatens imminent danger to students, KPS staff, or the general public.

ARTICLE 6 – GRIEVANCE PROCEDURE

Section 1 – Definition of a Grievance: A grievance is defined as an alleged violation or misapplication of any provision of this Agreement.

Section 2 – Procedure:

Step 1: Any employee having a grievance must discuss the matter with the Lead Transportation Administrator or immediate supervisor within ten (10) working days after the employee has knowledge or reasonably should have known of the violation or misapplication of the contract. The immediate supervisor shall respond to the verbal grievance within three (3) working days after the date it was discussed. In all cases the employee may have Union representation.

In the event the alleged violation or misapplication stems from an action beyond the Transportation Department level, the grievance may be initiated at Step 3 with the Assistant Superintendent for Human Resources, or his/her designee.

Step 2: If the grievance is not settled under the verbal procedure, the Steward will reduce the grievance to writing on the appropriate form and deliver it to the Lead Transportation Administrator within three (3) working days after the answer was due. Such grievance shall be dated and signed by both the Steward and the employee. It must state the facts upon which the grievance is based, the article violated, and the day it was discussed at the verbal step of this procedure. Policy or class grievances need only be signed by the Steward. The Lead Transportation Administrator shall have five (5) working days to respond to the grievance after the date it was filed. The Administrator shall sign and date the grievance to acknowledge receipt, and will keep a copy and return the original and one copy to the Union Steward.

Step 3: If the grievance is not settled, the Union may, after five (5) working days from the receipt of the Administrator's answer, or the date it was due, deliver to the Executive Director of Human Resources, or his/her designee, a request for a meeting between the parties. Such meeting will be held within seven (7) working days from the date of the request. The Assistant Superintendent for Human Resources, or his/her designee, shall be allowed five (5) working days after the meeting to render a written decision.

Step 4: In the event the grievance is not satisfactorily settled at Step 3, the Union shall have ten (10) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to the Michigan Education Association Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance panel must be submitted to the Board in writing. The decision of the Grievance Panel shall be made within sixty (60) days of the notice to the Board of submission of the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.

Step 5: If the matter is not resolved under Step 3, the Union may appeal to arbitration by giving written notice of the appeal to the Assistant Superintendent for Human Resources within thirty (30) calendar days after the Step 3 answer was due or received by the Union. All matters to arbitration shall be done under the rules of the American Arbitration Association except as modified herein.

The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement. The arbitrator shall also be without power and authority to make any decision relating to the discipline or discharge of any employee who has not completed his/her probationary period.

Section 3 – Arbitrator’s Decision, Fees:

- A. It shall be the responsibility of the arbitrator to render a decision within thirty (30) days of the closing of the case, if possible.
- B. The charges of the arbitrator for his fees and expenses will be borne equally by the parties. If a fee is charged for the room where the hearing is held, this also will be borne equally by the parties. Each party shall pay the expense of its own witnesses and representatives.
- C. The arbitrator’s decision on an arbitral matter within the jurisdiction shall be final and binding upon the Board, the Union and the employee(s) involved.
- D. Only one grievance shall be presented to an arbitrator in any one hearing and on any one day, unless the parties agree in writing to combine grievances for the same arbitrator or the grievances involve the same incident and the same issues.

Section 4 – Definition of Working Days: As used in this Article, “working days” shall be Monday through Friday inclusive, excluding any paid holidays provided for in this Agreement.

Section 5 – Settlement of Grievance and Time Limits: Any written grievance not appealed to the next Step in accordance with this Article by the Union shall be deemed resolved on the basis of the Board’s last response, without precedent. Any written grievance not responded to by the Board within the applicable time limit shall automatically advance to the next Step of the grievance procedure. Time limits may be extended by mutual agreement.

ARTICLE 7 – SENIORITY

Section 1 – Seniority is defined as the driver’s length of employment by the District in this unit since their last date of hire subject to the other provisions of this Article. Seniority shall be utilized solely for those purposes and to the extent specifically authorized by other provisions of this Agreement. Seniority shall not include any time period of previous employment prior to last date of hire when employment ended in a manner described in Section 3, below, resulting in a loss of seniority.

Section 2 – When a new employee is hired, he/she will be a probationary employee for the first ninety (90) days of employment, exclusive of the time between the last scheduled day in June and the first scheduled day in August. A probationary employee will have no seniority rights, but when such rights are acquired, service will date back to the last date of employment. The District may terminate the employment of a probationary employee at any time with or without cause or notice and such action shall not be subject to review in the grievance/arbitration procedures.

In the event that more than one individual has the same first day of work, the relative place of such persons on the seniority list shall be determined by a drawing of lots participated in by all affected bargaining unit members. The notice of the drawing, including date, place and time, will be provided in writing to the Association and all affected members forty-eight (48) hours prior to the drawing. The drawing will be conducted openly and at a time and place that reasonably allows those affected to attend. The President of the Association or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing.

Section 3 – Loss of Seniority: An employee's seniority will terminate for any of the following reasons:

- A. If he/she quits or retires.
- B. If he/she is discharged for just cause and the discharge is not reversed through the grievance procedure.
- C. An employee who has been laid off and fails to report within five (5) working days after being notified to return to work, or after being recalled by registered mail or certified mail at his/her last address on record as shown on the Board of Director's books. It is the employee's duty to notify the Board's personnel office of any change of address.
- D. If he/she is absent from work for three (3) consecutive working days without properly notifying the Executive Supervisor, Dispatcher, or Scheduler.
- E. If he/she does not return to work on the required date following a leave of absence, unless excused in writing by the Executive Supervisor or the Director of Human Resources.
- F. If he/she is laid off or on leave of absence for any reason, other than workers' disability compensation leave, for a period equal to the length of his/her seniority at the time his/her layoff or leave began or one year, whichever is less.

Section 4 – Layoff and Recall:

- A. 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 within the bargaining unit, providing that the remaining employees are qualified and able to perform the remaining work after a layoff and the eligible employee is qualified and able to do the available work in a recall. If not, seniority will be a secondary factor only as necessary to secure a qualified employee.
- B. In the event of a recall from layoff, an employee so recalled shall be given five (5) working days' notice of recall to work, mailed to his/her last known

address by certified letter, return receipt requested. In the event the employee fails to make himself/herself available for work at the end of said five (5) working days, he/she shall lose all seniority rights under this Agreement and shall be considered a voluntary quit.

ARTICLE 8 – SCHEDULING

Section 1 – Introduction: The parties recognize that the Board retains the right to establish, alter and amend all transportation routes and schedules and to add runs, routes or special trips as it sees fit to provide for the efficient and complete satisfaction of all transportation needs. The parties further recognize that the drivers have an interest in selecting available assignments in a fair and predictable manner. This article is intended to provide a method to secure fair selection of driving assignments.

Section 2 – Definitions: The following definitions shall be used in composing and assigning driving opportunities:

“Route”: An established schedule and combination of runs which begin and end at the transportation yard.

“Run”:
An established schedule and path which may be either:
a) Pick-up or return home schedule for students of a particular school;
b) Shuttle for students between school buildings or other facilities during their school day;
c) Travel to and from transportation yard or between runs defined above in a) or b).
d) Transporting students home from an after-school program.

“Base Assignment”:
An established schedule and combination of routes, normally a morning route and afternoon route, which form the basic work day for each regularly assigned driver.

“Noon Assignment”:
An established route which begins after 10:00 a.m. and prior to 1:00 p.m. and which is not coupled with a morning or afternoon route.

“Summer Assignment”:
An established schedule and combination of routes to be available during the summer school work period.

“Field Trip”:
An irregular or one time route which includes but is not limited to approved field trips, athletic events and special events. These trips will be scheduled with the Transportation Department and awarded in accordance with this agreement.

“Emergency Field Trip”:
A field trip that was not filled using the original posting or appeared after the original posting and more than four (4) hours prior to the trip.

“Unanticipated Run”: Any request for transportation services which provides less than four (4) hours notice to the Transportation office.

Section 3 – Work Assignment Provisions:

A. Annual Base Route Assignments.

Drivers shall be assigned the same base route which they were assigned the previous school year. If the base route is eliminated and no longer exists, the least senior driver with a bid route shall become a substitute until such time as he/she successfully bids on another base route.

B. Shuttle Assignments.

Shuttles will be distributed in seniority order to drivers who have less than eight (8) hours in their route and are able to fit the shuttle in with their base assignment.

C. Bidding:

1. The bidding procedures which follow in this Section are not used to provide fill-in for routes which are open due to the absence of the driver who normally holds the assignment. These routes will be filled on a daily fill-in basis by assignment in the following order:
 - a) regular drivers not scheduled to work during the time needed to cover the available assignment;
 - b) substitute drivers;
 - c) limited service-employees;
 - d) call-in drivers.

D. Bidding In The Event of Redistricting:

1. In the event the Board of Education approves a redistricting plan which has the effect of changing substantially all or a majority of the base assignment routes now in place, the entire route assignment structure will be rebid. In that event the schedule of all base assignments for the regular school period will be published by the Monday before the school year begins. Each driver will be offered the right, in seniority order, to select from the base assignments available at the time of their bid opportunity. That assignment will become the individual's bid assignment.
2. Drivers who do not secure a bid assignment from this process shall, in seniority order, be offered any remaining work assignments i.e., substitute driver, limited service positions, etc.

E. Noon Assignment Bidding:

1. Drivers requesting a noon assignment during the regular school period shall advise the Transportation Office of that request by the Monday before school begins each year. Drivers will be assigned a noon assignment on the first day of the school year.
2. A list of biddable noon assignments will be posted on or before the second Monday in October and will state the date and time that bidding is to occur. The time for bidding shall be at least 48 hours after the notice is posted. Drivers shall bid individually in a private area. A union steward may be present. Thereafter, each driver will be offered the right, in seniority order, to select from the available noon assignments which do not conflict with their base assignments. No driver shall be allowed to bid for a noon assignment which, when combined with their base assignment, will create an overtime work schedule unless no other noon schedule is available which can be performed without overtime.
3. Noon runs that materialize after the October bid meeting shall be posted for bid. The run will be awarded to the most senior bidder whose base assignment does not conflict with this noon assignment and the noon assignment will not create an overtime work schedule for the bidder.
4. Noon runs held by bid drivers that need to be covered will be awarded to drivers in seniority order per the daily noon signup sheet provided by management; this includes one (1) stand-by driver per day.

In the event of an emergency, one (1) verified call will be made to the next senior driver on the initial noon signup sheet.

- F. Any runs which are generated from an after school program shall be bid and awarded to the most senior driver whose base assignment does not conflict with the after school program or put them into a scheduled overtime situation. Drivers assigned an after school program will be paid based on route time or actual time, whichever is greater.
- G. In the event a new after school program is implemented that requires significant numbers of buses, the parties will meet to revise this section to allow enough drivers to cover the routes.
- H. Only regular drivers who are at zero (0) or above in the no-fault attendance policy shall be eligible to bid on noon assignments or after school programs.
- I. **Field Trip Bidding:** Field Trips shall be made available on a rotating basis to all regular, eligible drivers, who hold a regular bid work assignment, excluding call-in and limited service drivers. Field trips shall be made

available to all experienced subs. The following steps will be followed to award field trips:

Regular Field Trips

1. The absolute seniority among drivers shall prevail when drivers with higher and lower seniority are eligible to bid for the same field trip.
2. All regular drivers who are at zero or above in the No-Fault Attendance Policy, shall be eligible to bid on field trips. (Eligibility is based upon the driver's no-fault status on the day the field trip is bid.)
3. A list of all known field trips will be posted by 8:00 a.m. on the third day prior to the trip, along with a list of the drivers who are eligible to bid on the trips. The list will consist of twice as many drivers as available trips. If there are more drivers that bid on trips than there are trips, the trips will be filled in seniority order and the remaining drivers will appear on the list for the next day. (Wednesday will be the appropriate day for Saturday, Sunday and Monday trips as a single unit.)

If the driver is ill on the day their name is posted, the dispatcher will make one verified call to that person by phone at the contact number on file. The driver must respond by 6:00 p.m. the same day and dispatch will complete the bid sheet for them. If the driver cannot be reached or does not respond by the deadline, that driver will be passed over.

4. Each driver bidding on a field trip shall, by 6:00 p.m. on the day of the posting, submit a preference list for the available assignments. Assignment(s) will be made in seniority order with trips being awarded based on the bidders' preference.
5. Drivers who choose not to bid on a posted assignment shall be passed on the appropriate rotation list as though they performed the assignment.
6. Field Trips not known prior to the posting deadline (8:00 a.m.) or not filled by the above procedure because an eligible driver does not submit a bid will be posted as an emergency field trip.
7. A driver whose name appears at the top of both the regular and emergency lists at the same time must elect the assignment he/she prefers. Drivers must respond in accordance with the posting deadlines.
8. A list of awarded trips will be posted by 8:00 a.m. two days prior to the trip.
9. During winter break and spring break the rotation list will go back to the top until regular school begins. Then it will resume where it was before the break. This separate list will be used for all assignments which begin

after midnight on the last day of work prior to the break. A posting of all known assignments to be available during the break period will be put up at 8:00 a.m. on the third day prior to the first day of the break period.

For summer, the regular list ends at midnight Friday of the last week of school and all summer drivers are eligible to bid on trips that occur after that time. The rotation list goes back to the top. Summer drivers will be eligible to bid until the last day of their summer assignment.

10. When a regular field trip is posted, the successful bidder shall be guaranteed two (2) hours pay. The guarantee may be for two consecutive hours or split as a take and return with each portion as a one hour minimum for a total of two hours.
11. Ending times will be posted when that information is available to Transportation, however, ending times are not guaranteed and pay will be for actual time worked or the 2-hour guarantee, whichever is greater.
12. Times are subject to change depending on customer demand. When bidding on a trip, driver is expected to complete the trip.
13. If there is a change in starting time of more than 30 minutes after the original trip has been bid and received and the driver is unable to accommodate the new time, the driver will immediately notify dispatch and the driver will then be owed a field trip and the trip will become an emergency trip and awarded as such.
14. If an awarded trip is canceled before the driver reports for the trip, the driver will be eligible to bid the next available posting in order of seniority. If the driver reports for an awarded trip and it is canceled prior to leaving the site, the driver will be paid the guaranteed two (2) hours. The driver will be eligible to bid the next available posting in order of seniority
15. In a situation where the need for multiple field trip drivers(s) at any one school is lowered after trips have been awarded, the emergency driver(s) with the least seniority shall be the drivers recalled first. If there are no emergency drivers, the least senior regular driver(s) will be recalled.

J. Emergency Field Trips.

1. After regular field trips are assigned, a list of emergency field trips is generated. A list of all known emergency trips will be posted by 5:00 a.m. two days prior to the trip. Response is due by 12:00 p.m. (noon).
2. The eligible drivers then sign the emergency field trip list stating their preference(s) for the trip(s).

3. The trip(s) are awarded in the order of the emergency list, not seniority order.
4. Eligible drivers who do not state a preference by signing the emergency field trip list shall be passed on the appropriate rotation list as though they performed the assignment.
5. In the event that trips remain to be filled, three (3) verified radio calls will be made in seniority order to all eligible drivers. Drivers who cannot be reached shall be passed over in the appropriate rotation list as though they performed the assignment. Drivers absent from work on the day of the notification will not be contacted.

For emergency field trips which occur during Winter and Spring Break one (1) documented telephone call will be made to the telephone number on record.

6. When an emergency field trip is posted, the successful bidder shall be guaranteed two (2) hours pay. The guarantee may be for two consecutive hours or split as a take and return with each portion as a one hour minimum for a total of two hours.
7. Estimated ending times will be posted when that information is available to Transportation, however, ending times are not guaranteed and pay will be for actual time worked or the 2-hour guarantee, whichever is greater.
8. When extra driver(s) are needed for weekend trips that are requested after 5:00 on Friday, drivers will be contacted in order of the emergency list. If a driver cannot be reached or cannot take the trip, they will remain on the emergency list and eligible for the next emergency trip posted.
9. Times are subject to change depending on customer demand. When bidding on a trip, driver is expected to complete the trip.

If an awarded trip is canceled before the driver reports for the trip, the driver will be eligible to bid the next available posting in order of seniority. If the driver reports for an awarded trip and it is canceled prior to leaving the site, the driver will be paid the guaranteed two (2) hours. The driver will be eligible to bid the next available posting in order of seniority

10. In a situation where the need for multiple field trip drivers at any one school is lowered after trips have been awarded, the least senior emergency driver shall be recalled, if applicable.

11. After the first posting of the emergency field trips at 5:00 a.m., any new emergency field trips that are needed will be offered to the next driver(s) on the emergency list utilizing the process outlined in Section J.5.

K. Procedure for filling Unanticipated runs:

1. It is recognized that occasionally a trip will be requested during the work week with no notice and it will be necessary for dispatch to send the closest available person. When possible, these trips will be filled with the most senior person that has signed up on the "Unanticipated Run List" each day.

L. Summer Assignment Bidding:

1. The list of biddable summer assignments will be posted as soon as possible prior to the end of the regular school year. This list will be posted for forty-eight (48) hours during which time drivers with seniority may bid on these assignments. This posting will include the expected length and duration of each summer assignment.

The most senior employee bidding will have preference and so on, provided that employee has the current qualifications and ability to do all the required work including special requirements to assist special needs riders on the preferred route.

When additional summer assignments become available these assignments shall first be bid on by all summer drivers in seniority order.

2. A list of drivers with seniority who requested but did not receive a bid summer assignment shall be maintained. Open assignments, including any daily substitutions during the summer period will be offered to the drivers on that list in seniority order.
3. Only regular non-probationary drivers who are at zero (0) or above in the no-fault attendance policy shall be eligible to bid on summer assignments.
4. During summer recess, field trips will be offered in seniority order to all summer route bid holders. In the event no driver bids on the extra assignment, an emergency list will be used following the same procedure that applies during the regular school year. Should no driver be available from the emergency list, the extra assignment will be assigned in inverse seniority order among the summer route bid holders. The assigned driver shall be allowed to be replaced by another summer route bid holder if this arrangement is mutually agreeable to the assigned driver and the replacing driver and the district.

N. **Vacancies:**

1. A vacancy is defined as a base assignment, noon assignment or after school program which is not held as a bid assignment by a regular driver.
2. Within five (5) days after the vacancy occurs, the assignment will be posted on the bulletin board. The posting will remain up for two (2) full work days. All non-probationary drivers who are eligible to bid may place their name on the sheet requesting the assignment.

The assignment will be awarded to the most senior driver if all other matters such as ability and qualifications are equal. The successful bidder shall be notified in writing of the selection.

3. The Board reserves the right to hire from the outside providing no driver in the unit bids on a vacancy or there is not a qualified bidder for the job.
- O. In the event that a driver decides to give up their bid route, noon run, after school program or summer route, five days written notice must be provided. If notice is less than five days, an absence point will be charged for every two days of notice not given.
- P. When a driver has bid and received a bid route, they must complete 30 calendar days in the new assignment prior to bidding on a different route.

ARTICLE 9 – HOURS AND WORK ASSIGNMENTS

Section 1 – The Board shall establish starting time(s) for each employee based on the specific assignment the individual holds or is assigned. Each driver's work day shall begin at the first starting time of each day.

Section 2 – The starting time(s) of each route for each driver will normally include a preparation time prior to the initiation of the route. Each driver so assigned shall be responsible to warm the bus as needed and perform other safety, security and preparation work as established by the Board. Failure to appear on time for this work shall be the same as failure to be on time for any other assignment.

The paid preparation time prior to and after the route (pre and post trip) included in the route guarantee are as follows:

- 15 minutes paid prior to the start of the route
- 5 minutes paid after end of route
- 10 minutes paid prior to start of noon run/after school program
- 5 minutes paid after end of route
- 20 minutes paid for lift buses prior to the start of the route

Section 3 – The Board has the right to schedule employees to attend in-service training sessions, Monday through Friday during regular work hours. Exceptions are the Eaton Defensive Driving Course and mandated training scheduled by a state, federal, or regulatory agency. Attendance at sessions scheduled at least seven (7) days in advance shall be mandatory, with the following exceptions:

1. If an in-service is to be scheduled during the Winter or Spring break periods, employees must be given at least thirty (30) days advanced notice.
2. If an employee presents a non-refundable travel ticket purchased prior to the 30 day notice he/she shall be exempted from such winter or spring break in-service.
3. In the event that there are two (2) or more Professional Development Days or “Comp Days” scheduled after the first day of school for students and before the last day of school for students that result in days off for the majority of drivers one (1) professional development day will be scheduled for drivers. When the school calendar is finalized, the Association’s Mutual Concerns Committee will meet with the Executive Supervisor for Transportation to determine the date of the one (1) professional development day and plan the agenda for the professional development day.

Section 4 – The Board may request that unit employees perform various functions which are not part of the driver’s normal duty assignments for the Transportation Department. Performance of that work shall be voluntary. Employees who wish to be considered for such work will be required to meet minimum testing requirements for clerical assignments. Performance of any and all non-clerical assignments such as lawn care, snow shoveling and extracurricular cleaning, when needed, will be available to all qualified interested parties by rotation.

Section 5 – The Board and the Union agree that experienced substitute drivers benefit the District, the Union, and the community. Effective with the ratification of this Agreement, the District shall appoint, from volunteer drivers, those whom it deems able of driving any route, at any time, and in a manner that maintains a safe and orderly ride. These substitutes shall retain all rights and privileges, as though they hold a regular bid assignment. These positions shall be consistent with the mutually agreed upon terms and conditions found in Appendix A of this Agreement.

Section 6 – WoodsEdge drivers will drive the full 12-month schedule (a.m., noon and p.m.) and will only be scheduled to work on WoodsEdge attendance days. All pay and benefits remain the same.

If WoodsEdge driver is not assigned a noon run, the driver may bid on regular noon runs and will be expected to drive their noon runs daily, including WoodsEdge scheduled days off.

WoodsEdge drivers may continue to sign-up for noon-runs and after-school program work on WoodsEdge attendance Days.

If a WoodsEdge driver is on a scheduled day off on the day their name is posted on the field trip bid list, the dispatcher will make one verified call to that person by phone at the contact number on file. The driver must respond by 6:00 p.m. the same day and dispatch will complete the bid sheet for them. If the driver cannot be reached or does not respond by the deadline, that driver will be passed over. The driver will be passed over on the emergency field trip list.

If there is a driver shortage on a scheduled WoodsEdge day off, WoodsEdge drivers will be offered the work, in seniority order.

ARTICLE 10 – WAGES

Section 1– Wages:

- A. The following pay schedule shall apply to all drivers when performing driving duty. Anniversary date shall be based on the last date of hire:

	2017/18	2018/19
Training Rate, In-service Rate & Probationary Rate (First 90 work days)	\$13.16	\$13.46
1 st Year	14.08	14.38
2 nd Year	14.71	15.01
3 rd Year	15.30	15.60
4 th Year – 5 th Year	15.62	15.92
*6 th Year – 7 th Year	16.12	16.42
*8 th Year – 9 th Year	16.33	16.63
*10 th Year and beyond	16.67	16.97

An annual longevity benefit of \$150 will be paid after five (5) complete years of service to the School District as a driver.

Board will pay an enrollment bonus consistent with the terms and conditions of the KEA award.

Drivers will be paid for any additional days worked based on the final district calendar

When a driver reaches +6 in the No-Fault Attendance Program, the driver’s pay will be increased by \$.30 per hour. If the driver drops below a +5, the hourly rate will be returned to the 2018/19 rate.

Enrollment bonus consistent with KEA

- B. The Board will pay all drivers for all hours spent in assignments described in Article IX, Sections 3 (Training Rate, In-service Rate and Probationary Rate) and Section 4 (\$13.46). Payment for drivers' washing their buses will be \$9.25 per hour. Payment for bus washing will be limited to one wash per week and one hour per wash.
- C. Drivers will be paid time and one-half (1 ½) for all hours actually worked in a work week in excess of forty (40) hours. The work week will begin and end on Sunday midnight for purposes of this calculation. There will be no pyramiding of hours or overtime for hours receiving premium pursuant to other provisions of this Agreement.
- D. The experienced substitutes and trainers, while training referenced in Article 9, Section 5, shall receive a premium of \$2.50 dollars per hour, in addition to their rate of pay in Section A above.

Upon removal of base assignment to substitute on other routes, the driver will receive the \$2.50 premium for time driven.

- E. Employees who have previously served as KPS drivers who are rehired shall be granted their previous experience on the wage scale in Article 10, Section 1. They shall not be granted their previous seniority. For seniority purposes shall be considered like any other newly hired employee. This shall include disqualification from the ability to serve as an experienced substitute until two years of continuous seniority following last date of hire.

Section 2 – Wage Guarantee Provisions:

- A. Regular senior drivers who hold assignments pursuant to their bidding rights established in Article VIII shall be protected by the following guarantees:
 - 1. Each driver who bids for and holds a base assignment or a summer assignment shall be guaranteed four (4) hours of pay for that base assignment.
 - 2. Each driver who bids for and holds a base assignment or a summer assignment which requires the use of a lift bus shall be guaranteed five and one-half (5 ½) hours of pay for that base assignment.
 - 3. Each driver who bids for and holds a base assignment and, in addition, a noon assignment shall be guaranteed up to two (2) hours of pay for the noon assignment. This guarantee will be reduced by the amount of time a driver's base assignment exceeds (6) hours. (In effect, no driver will receive compensation in excess of eight (8) hours per day because of the guarantee provided in this paragraph.)

4. The guarantees offered in this section apply only when the driver performs all of the routes included in the schedule for the day, whether the failure to work all routes results from drivers' inability to perform all assignments or a school schedule which canceled one or more of the routes. In such event, the driver will receive pay for his/her actual hours of work for that day.
5. After school program drivers will be paid for canceled after school program routes if less than a 24 hour notice is provided.
6. The guarantees offered in this section apply only when drivers are available for and able to perform all driving work which the District may assign during the period of the guarantee, whether or not the assignment is part of the regular base or noon assignments requested of them by the District during the time covered by the guarantee provided herein.

B. Regular senior drivers shall, in addition to those items above, qualify for protection of the following guarantees:

1. The successful bidder on any posted regular or emergency field trip shall be guaranteed two (2) hours of pay for that assignment.
2. Each driver who accepts an extra assignment or field trip which will be of five (5) or more hours in length, shall be given a meal reimbursement of \$7.00. In the event the driver works in excess of ten (10) hours or more they will be awarded a meal reimbursement of \$14.00 for their trip.

The guarantees offered in this Section apply only when the driver performs all of the extra assignment or field trip, whether the failure to work all the assignment results from the driver inability to perform all assignments or a conflict with other assignments which prevents completion of the assignment. In such event, the driver will receive pay for his/her actual hours of work for that day.

The guarantees offered in this Section applies only when drivers are available for and able to perform all driving work which the District may assign during the period of the guarantee, whether or not the assignment is part of the initial extra assignments made pursuant to Article VIII. Drivers shall perform all driving assignments requested of them by the District during time covered by the guarantee provided herein.

Further, employees may not compound, or pyramid guarantees from other portions of the Contract. Employees who perform an assignment within the period of one guarantee may not be paid twice for the same time under any circumstance.

Example 1: Employee has a four hour guarantee ending at 4:00. Employee is free to accept an extra assignment or field trip at 3:30 without the loss of the base guarantee. Employee begins an extra assignment or field trip at 3:30. The extra assignment or field trip is completed at 4:30. The guarantee for the extra assignment or field trip runs from 3:30 to 5:30. The employee will not be paid twice for the time 3:30—4:00. The District may assign work without extra pay to the driver up until 5:30.

Example 2: If the District assigns the above driver to an emergency run while still on the road before 3:30, and the work is completed at 4:30, the driver is paid straight time until 4:30 only (Article VIII, Section 2.)

3. If applicable, the driver shall receive an admission ticket to the event at the event sponsor expense.
 4. Each driver who accepts an extra assignment or field trip requiring an overnight stay shall be guaranteed sixteen (16) hours of pay for the assignment, plus reasonable reimbursement for lodging and meals.
 5. Each driver required to attend an in-service training session or any other meeting called by the Board or conducted by the Transportation Department which is not contiguous with scheduled working hours shall be guaranteed one (1) hour of pay for the session.
 6. Any driver who is directed to report for work by the Supervisor of Transportation and for whom no work is provided shall be guaranteed two (2) hours of pay for so reporting.
 7. If the Board publicly announces that schools will be closed for the day due to inclement weather or any other act of God, and the District is not required under MCL 388.1701 to make up such day in order to receive aid from the State of Michigan, all employees covered by this Agreement who were scheduled to report to work on said day will be paid their latest scheduled daily pay based on their hourly rate. The parties acknowledge that this provision has been entered into based on the current state law set forth in MCL 388.1701 regarding make-up of Act of God days and receipt of State aid. In the event such law changes, the parties agree that they will meet and negotiate a new provision regarding such days.
- C. The guarantees provided by sections A and B shall be considered to be hours actually worked for purpose of overtime calculation. Except as provided above, overtime pay will be calculated based on hours of actual work.

- D. Employees shall be paid time and one-half (1 ½) for all work scheduled and performed on Saturdays, Sundays and holidays (as defined in this Agreement).
- F. Experienced Substitutes receive guaranteed pay of six (6) hours, per day for base assignments. All other guarantees also apply, where applicable.

Section 3 – Attendance Incentive:

The Board and Union agree that prompt and regular attendance is critical to the Board's ability to perform its mission and necessary to avoid unfair burdens on employees who do perform without attendance problems. The Union will provide assistance in communicating the need for good attendance to all employees.

To provide a premium to those employees who excel in attendance performance, the following benefit is provided:

- A. To be eligible to receive two (2) days pay, an employee must have one (1) year or more of seniority and be at plus two (+2) or above in the No Fault Attendance Policy as of the date the transportation department makes its submission to payroll for the last regular payroll check prior to the winter break period.
- B. To be eligible to receive an additional three (3) days pay, an employee must have one (1) year or more of seniority and be at plus two (+2) or above in the No Fault Attendance Policy as of the date the transportation department makes its submission to payroll for the last regular payroll check prior to the end of the regular school year. The Attendance Incentive is paid, in a regular payroll check, issued after the conclusion of the school year.
- C. Any member who has maintained perfect attendance, meaning they were at work every school day of the first semester will be paid a bonus of \$100.00. The payment will be paid in a regular paycheck following the semester in which perfect attendance was earned. Any member who has maintained perfect attendance, meaning they were at work every school day of the second semester will be paid a bonus of \$100.00. Any member who has maintained perfect attendance the entire school year, meaning they were at work every school day of the school year, will receive an additional bonus of \$200.00. Tardies of less than 1 hour will not be counted against the driver for perfect attendance. Absences for jury duty will not be counted against the driver for perfect attendance.

Section 4 –Vacation Bonus. Employees will receive vacation bonus of one (1) week's pay, based on their work hours provided that;

- a) the employee worked 1,080 hours from May 1 to April 30 in the year, and;

- b) the employee has attained four (4) years of seniority by April 30.

An employee eligible for such vacation pay bonus shall receive payment on or before September 15 of the following school year provided that the employee has returned to his/her driving duties for the School District and is a regular employee at the time of payment.

Any employee eligible for such vacation pay bonus shall receive payment within 30 days of their retirement, as eligible under MPSERS.

Section 5 – Any employee who retires after twenty (20) years of service to the Employer shall be paid for 20% of all accumulated unused sick days at his or her current rate of pay.

Section 6 – The Employer will inform employees of all tax-sheltered programs offered in the district through payroll deductions.

ARTICLE 11 – BENEFITS

Section 1 – Insurance: Any regularly assigned driver, beginning the first of the month following the date of hire, shall receive the following insurance benefits for a full 12 month period for each year of this Agreement:

Bus Drivers shall continue to pay 20% of the cost of medical, dental, and vision insurance for the 2018-19 school year.

Drivers shall select from the following medical plan options for 2018/19 year.

- A. MESSA Choices II (PAK A)
- \$300/\$600 in-network deductible
 - \$600/\$1,200 annual out-of-network deductible
 - \$20/25/50 OV/UC/ER (Office Visits/Urgent Care/Emergency Room) co-pay
 - Saver Rx
 - Includes preventive care, hearing care and adult immunizations

Or

MESSA ABC Plan 1

- \$1,350/\$2,700* in-network deductible
- \$2,700/\$5,400 out-of-network deductible
- No office copay after deductible
- \$800/\$1,600 Health Savings deposit on first business day of January
- \$550/\$1,100 Health Savings deposit on first business day of September.

- \$0 unreimbursed deductible from Employer Health Savings Account Deposits
- Health Savings Deposit shall be earned on a per diem basis throughout the regular school year (1/180*deposit amount) for each day employed.
- Employees who do not complete the school year shall have a pro-rated amount deducted from their final paycheck for unearned Health Savings Account Deposits.
- Health Savings Account balances remaining at the end of the year shall belong to the individual employee

1. Board health, dental, and vision insurance premium contributions shall be made in accordance with the following for those employed more than 90 days:

Single Coverage	80% of premium
2 Person Coverage	80% of premium
Full Family Coverage	80% of premium

2. An employee may elect not to be covered by the insurance set forth above. Such election must be for one (1) year. The election may be made during the open enrollment period.
3. Any employee who elects not to be covered by insurance will receive payment equal to fifty (50%) percent of the monthly MESSA Choices II Single subscriber premium provided in Section A-1. This payment will be paid each month, half of the payment in the first check of the month and half of the payment in the second check of the month. Any driver eligible for this payment that completes the school year will receive payment for July and August in their last check of June.
4. An open enrollment period shall be provided each spring to allow drivers to elect a health plan or waive insurance coverage. The driver's election will remain in force until the next open enrollment period or whenever a "change-in-status", as allowed by the health plan, occurs.
5. Married couples both working for the District shall, if they elect, have the difference deducted from their check on a monthly basis which is a combination of one electing full family or 2 person coverage, and one electing to opt out of coverage.

B. **Dental Insurance:** MESSA Delta Dental Plan for single, two person, or family, covering Class I-A at 80%, Class I-B at 80% and Class II at 80% with a \$2,000 yearly maximum.

C. **Life Insurance:** Coverage in the amount of \$15,000 for all non-probationary drivers.

- D. **Section 125 Plan:** The Employer shall implement a plan under Section 125 of the Internal Revenue Code covering bargaining unit employees. The plan shall provide for payment of the employee's share of health insurance premiums on a pre-tax basis and contain language complying with IRS regulations allowing for the payment of cash in lieu of health insurance, tax-sheltered annuity contributions, and/or to direct their cost toward the purchase of any other available insurance options to the extent provided by law. The plan shall be drafted and administered by the Employer.
- E. **Vision Insurance Benefit:** VSP 2 Silver for single, two person, or family.

Section 2 – Holidays: The following days shall be paid holidays: Labor Day, the day before Thanksgiving, Thanksgiving, day after Thanksgiving, and Memorial Day.

Eligibility requirements for said holiday pay shall be as follows:

- A. 90 days or more of seniority and be at zero (0) or above in the no-fault attendance policy; and
- B. Employees shall have completed their full assignment the last scheduled work day prior to the holiday and commence work at the scheduled time on his/her next scheduled work day after the holiday, unless authorized absence is in effect. Requests for such authorized absence shall not be unreasonably withheld. Unauthorized absence shall result in forfeiture of such holiday pay.

Section 3 – Winter Break Bonus: The Board shall pay all bargaining unit members five (5) days pay at the driver's then current hourly rate for their normal actual hours worked per day for the non-work period prior to New Year's. To be eligible, an employee must have one (1) year or more of seniority and be at zero (0) or above in the no-fault attendance policy as of the date the transportation department makes its submission to payroll for the last regular payroll check prior to the winter break period. Payment will be made in the last regular payroll check prior to the winter break period. (It is understood that withholding taxes will be at the employee's regular rate).

Section 4 – Retirement: The Board agrees to continue during this contract term to pay the current contribution rate to the Michigan Public Schools Employees Fund.

Section 5 – Sick Leave:

- A. All employees who have completed the initial probationary period shall receive sick leave credit at the rate of one (1) day per month. Such credit shall be credited on a monthly basis at a rate of one (1) day per month during the contract year at the beginning of each month during the contract year. Probationary employees shall not receive any sick leave until completion of their initial probationary period.

- B. The parties acknowledge that sick leave is an earned income protection benefit which provides benefits only under the specific conditions covered by the plan. The parties also acknowledge that the qualification for this benefit is unrelated to the treatment of such days under the Districts No-Fault Attendance Policy.
- C. Prompt and adequate notification of absence must be made to a person designated by the Director of his/her absence, by the employee or representative; no later than thirty (30) minutes prior to the start of the employee's work day but no earlier than 4:30 a.m. during the school year and 5:00 a.m. during the summer. Failure to make proper notification will result in loss of sick pay qualification.
- D. The Administration may, in its discretion, require a medical report from a licensed physician certifying to the necessity for the employee's absence due to illness or injury and, from time to time, require such certification as to the necessity for the continuation of such absence. A "licensed physician" as used in the Section means any physician or surgeon (MD), osteopath (DO), chiropractor (DC), doctor of dental surgery (DDS), chiropodist, podiatrist and psychologist who is lawfully licensed to practice his/her profession.
- E. Sick leave pay and other sick leave provisions of this Section shall not be allowed for absences due to illness or injury caused as a result of willful intent to injure oneself or another person, in the commission of any crime or as a consequence of working for an employer other than the Board, or any other work for wage or profit. Attempted suicide shall not be considered a crime, for purposes of this Section provided that such attempt is certified by a licensed psychologist or psychiatrist as having been caused by mental illness.
- F.
 - 1. Sick leave may be taken for illness in the immediate family; however, it shall be subtracted from the earned number of unused sick leave days.
 - 2. Likewise, sick leave, in addition to Bereavement Leave, may be used for death in the immediate family. Absence because of a death in the immediate family shall be limited to five (5) days and shall be subtracted from the earned unused sick leave days.
 - 4 If an employee has no earned unused sick leave days and is absent from his/her assigned duty, said employee will not be reimbursed for such an absence or absences.
 - 5 The immediate family is defined as father, mother, sister, brother, husband, wife, son, daughter, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent and grandchild.

6 A day shall be defined as an employee's bid and scheduled daily assignment(s).

- G.
1. Accumulation of unused sick leave shall be unlimited.
 2. All employees who have one or more years employment driving bus since their last day of hire and who are employed and on duty through the last student day of the school year shall be allowed to convert three (3) days of sick leave credit into a lump sum payment. If an employee has less than three (3) sick leave days accrued, his/her lump sum payment shall be prorated accordingly.
 3. All employees who have one (1) or more years employment of bus driving since their last day of hire and who are employed and on duty through the last day of the school year shall be allowed to convert up to two (2) days of the prior school year's sick leave credits to additional personal business days to be added to their allocation in the next school year. To be eligible the employee must have taken at least two (2) fewer sick days than they earned in the same year.

Section 6 – Absenteeism.

Driver absenteeism will be monitored in accordance with the No-Fault Program which is found in Appendix B of this Agreement.

Section 7 – Bereavement.

A total of three (3) days of paid absence will be allowed upon the death of a driver's immediate family to enable the member to make arrangements for and attend the funeral when travel, distance or other circumstances warrant. The immediate family is defined as father, mother, sister, brother, husband, wife, son, daughter, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent and grandchild.

One (1) day of unpaid absence will be allowed upon the death of a driver's uncle, aunt, niece or nephew to enable the member to attend the funeral. A point will not be given for this absence.

A total of three days of paid absence will be allowed upon the death of an individual that the driver has lived with for at least two years.

Section 8 – Personal Days:

- A. A personal day during each contract year shall be provided for employees having more than one (1) year of employment since their last date of hire. Employees may accumulate up to a maximum of two (2) personal days in any

one (1) year. In addition, an employee may begin the school year with an additional two (2) personal days because of conversion provided by Section 5(G)(3) above.

- B. Said leave shall be used at the discretion of the employee, subject to review by Management. Leave requests will, in general, be granted, but are contingent on maintaining acceptable staffing levels to support operations.
- C. Requests for personal leave shall be made in writing to the Supervisor of Transportation five (5) days in advance of the anticipated absence except in cases of emergency. Transportation supervisor will notify employee within 24 hours of receipt of leave request as to the approval of the leave.
- D. Except in emergency situations, no personal leave shall be granted:
 - during the last two (2) weeks of any school year;
 - on the day before or after a holiday or break;

Section 9 – Medical Leave of Absence

If a member applies for a FMLA leave of absence but did not qualify only because they did not work enough hours in the preceding year to qualify, the Board will grant an unpaid leave of absence and pay the member's health insurance for a maximum of twelve (12) weeks. This benefit will be granted no more than one time. Members must have been employed as a bus driver for a minimum of three (3) years to qualify. The member is not entitled to payment of 12 weeks of insurance if they had already been approved for a leave under FMLA within the prior 12-month period.

Section 10 - Leaves of Absence Without Pay for Personal Reasons

- A. The Transportation Supervisor may grant to an employee a personal leave without pay for up to twelve (12) weeks. The request must be in writing, state the beginning and ending date of the request and the reason for the leave. The Transportation Supervisor may grant or deny the leave based on the merits of the request and the decision shall be final.
- B. Any benefit program that an employee is enrolled in may be continued during a personal leave of absence without pay, providing the employee pays the actual cost of such coverage.
- C. An employee shall not be eligible for a personal leave of absence without pay during his/her probationary period.
- D. A personal leave of absence without pay will not be granted in excess of one (1) twelve (12) week period per school year.
- E. Sick leave will not accrue while on a personal leave of absence without pay.

- F. An employee will be charged with one (1) absence occurrence for the leave. The employee will not accrue credits under the No-Fault Attendance policy during the leave.
- G. Upon five (5) days' notice, an employee may request that the leave be terminated and that he/she be returned to work prior to the specified expiration date of the leave.

Section 11 – Educational Leave of Absence

- A. Bus drivers desiring to become teachers who must fulfill an internship will be allowed to have a reduced work schedule under the following conditions:
 - 1. The driver must be enrolled in a college or university in pursuit of a teaching degree/certification.
 - 2. As part of obtaining the teaching degree/certification, the driver must be required to be an intern.
 - 3. The driver must be approved by the District to work as an intern at a KPS school. In the event that the driver has requested to be placed at a KPS school and there is not an available internship at KPS, the driver will provide written proof of the request for placement at KPS and the denial/placement.
 - 4. The driver will provide, in advance, the intern schedule to the Transportation Executive Supervisor. This schedule must be provided as soon as possible once the schedule is known by the driver.
 - 5. All full time benefits will continue to be provided to the driver pursuant to the collective bargaining agreement during the period of internship. However, the driver will work with the Executive Supervisor to design a work schedule that will allow the driver to provide service to the District in return for the continuation of benefits and allow the driver to complete their required internship.
- B. A bus driver enrolled in a college or university in pursuit of obtaining a non-teaching degree that has completed all coursework towards their degree except classes that are only offered during the drivers' work hours, the driver may be allowed to have a reduced work schedule under the following conditions:
 - 1. The driver must be enrolled in a college or university in pursuit of a degree.
 - 2. The driver will provide written proof that all required coursework has been completed with the exception of the course(s) that are only offered during the drivers' work hours. Documentation also must be provided that shows when the needed class is offered for each semester.
 - 3. If the class is offered in the morning and afternoon, the driver must enroll in the morning class to minimize disruption in afternoon driving schedules.

4. The driver will be approved for only one class during a semester and for no more than two classes over a two-year period.
5. The driver will not be charged with an absence occurrence for attending the class and will continue to accrue credits under the No-Fault Attendance policy assuming there are no other absences.
6. The driver will only be paid for time worked.

ARTICLE 12 – SEPARABILITY AND SAVINGS CLAUSE

Section 1 – 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 within collective bargaining and that the understanding arrived after the exercise of that right is set forth in this Agreement. The expressed provisions of this contract for its duration, therefore, constitutes the complete and total contract between the Board and the Union with respect to rates of pay, wages, hours of work and other conditions of employment.

Section 2 – If any provision of this Agreement is in conflict with any existing or future State or Federal laws or regulation or is declared legally inapplicable and unenforceable by a Court of competent jurisdiction, such provision shall become inoperative, but the validity of the remainder of this Agreement shall not be impaired and shall remain in full force and effect.

Section 3 – In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of the provision held invalid.

ARTICLE 13 – JURY DUTY

Section 1 - An employee who is required to and reports for jury duty shall be paid their regular pay for each day of jury duty, provided he/she turns over to the Director or Board the jury duty pay received by him/her.

Section 2 – Drivers receiving a subpoena or any other type of notice to testify in court regarding an incident witnessed by them while driving their bus will be compensated at their regular rate of pay for the time they are in court.

ARTICLE 14 – WORKERS' COMPENSATION

The Board shall provide workers' compensation protection for all bus drivers as required by law.

ARTICLE 15 – LIMITED SERVICE AND CALL IN EMPLOYEES

The District may employ individuals who may only be available for assignments only during some hours of the day. These individuals will not have any seniority rights under the agreement, will not be subject to any work assignment or minimum hour guarantees in this Agreement and shall not qualify for any benefit provided in this Agreement. Said employees may only be utilized as fill-in for absent employees or to perform extra assignments when no regular employee is available, qualified and interested in the assignment. Those employees, if scheduled, will only be assigned to an A.M. or P.M. component of the base assignment.

The District may also employ individuals who are called in to work when needed. Said employees may only be utilized as fill-in for absent employees or to perform extra assignments when no regular employee is available, qualified and interested in the assignment. These individuals will not have any seniority rights under the agreement, will not be subject to any work assignment or minimum hour guarantees in this Agreement and shall not qualify for any benefit provided in this Agreement.

An employee hired as a limited service driver will have the right to move into any open regular route which is unfilled by a regular or substitute driver, after the regular bid procedure by claiming that assignment.

No limited service or call in employee shall be allowed to work any assignment other than base am and pm assignments (including early dismissal on half days). Limited service or call in employees may drive an after school program assignment if no other drivers have volunteered to drive

ARTICLE 16 – GENERAL AND MISCELLANEOUS PROVISIONS

Section 1 – Each driver, as a condition of continued employment, must be able to provide the Board with a valid certificate of course completion from the Michigan Department of Education, Section 305A, Act 300 P.A. 1949, as amended. As a condition for continued employment, each employee must submit proof that he/she is certified as required by law without obligation to the School District for payment for such certification.

The District will schedule each driver to attend State certification sessions when available from the Public Transportation Department of KRESA. Attendance at these sessions is not covered by Article X, Section 2(B)(4) of this Agreement.

Section 2 – Any driver whose driver's license has been suspended or receives driver violation points in excess of six (6) points shall be suspended from his/her assigned duties with the School District.

The Board will pay for renewal of licenses required to operate school vehicle to transport children, upon the driver's proof of written evidence of payment.

If a suspended driver becomes eligible to return to work within ninety (90) calendar days of such a suspension, said driver may return with seniority credit for all driving service up to, but not including, the suspension. Any ineligibility of more than ninety (90) calendar days may, at the Director's discretion, result in discharge. Any driver convicted of OUIL or drives on a suspended, expired or revoked license after the effective date of this Agreement shall be subject to discipline, up to and including discharge.

Any on-the-job police contact will be immediately reported to dispatch and a written report filed upon returning to the Transportation Department. Any police contact while driving any vehicle that results in receiving a traffic ticket must be reported to the Transportation Department on the next work day.

Section 3 – The Union recognizes the right of the Board to require physical examinations as prescribed by the Board and to be on file in the Board's personnel files. The Board shall select physicians for the purpose of administering physical examinations. The Board shall pay for all required tests, such as TB, as dictated by the Board and the State Board of Education.

It is the driver's responsibility to know when their physical expires and to obtain needed documentation for known medical conditions prior to the scheduling of their physical. Physicals are generally scheduled one month prior to expiration. If the driver does not show up for their scheduled physical, it will be considered an absence under the No Fault Policy.

Section 4 – Mechanics will drive buses in emergency situations only.

Section 5 – The Board shall make a rest room and lavatory facilities available and one room appropriately furnished shall be reserved for use as a driver lounge.

Section 6 – Telephone facilities shall be made available for drivers for local calls and for reasonable use.

Section 7 – It is agreed that reasonable standards of safety shall be maintained as they relate to the working conditions of the employees covered by this Agreement.

Section 8 – The Parties agree to meet no less often than one (1) time per month (excluding July, August and winter break) to discuss mutual concerns not directly related to contract negotiations or pending grievances. A meeting will be held in a given month only if one of the Parties submits to the other at least three business days before the date set for the meeting a written agenda listing specific issues for discussion. The Parties acknowledge that this committee will include representatives of the Association and Employer but that no matter which may require a change in the Agreement may be approved by the committee without the approval of the unit.

Section 9 – Cellular Telephones. A driver may have a cellular telephone in his/her possession at any time. No driver may use a cellular telephone while driving a school

bus or in the presence of KPS students. No employee will have a Bluetooth or similar device in their ear while driving the school bus.

Section 10 – Discipline Issues. The District recognizes that drivers need the support and assistance to school and transportation department staff relating to student discipline issues in order to maintain a safe and secure environment on the bus.

The District further recognizes that a safe and secure environment on the bus requires that the driver and school staff communicate and work together to address unsafe behavior exhibited by students on the bus.

During July of 2017, a meeting will be held with appropriate district staff and the bargaining team to address the concerns of drivers and district staff related to student behavior and bus safety to further the goal of a safe work environment for drivers and a safe bus ride for students.

The goals will be:

1. To revise procedures and appropriate training for drivers for managing behaviors on the bus and reporting chronic or dangerous behaviors to school staff.
2. To ensure that there is a procedures that will be followed by school staff to respond to reports of chronic or dangerous behaviors in an appropriate and timely manner.
3. To ensure that there is a communication process between the drivers and school staff that is followed at each school so that drivers know who to communicate with at the school and that school staff know who their drivers are and how to communicate with them.
4. To ensure that all procedures include fair, consistent and understandable standards for all students, drivers and school staff.

Section 11 – Department of Transportation Physicals. When drivers complete their DOT physicals they will be paid one (1) hours pay at their driving rate. Drives who are at the location of their physical at their appointment time shall be paid additionally for time waiting beyond the first hour following the appointment time.

Section 12 – Bid Routes. When a regular driver is absent the assigned sub driver will have the option of performing all aspects of that route with the exception of the noon route. (shuttle/after school program).

Section 13 - Idle Reduction The Kalamazoo Public Schools and the Kalamazoo Public Schools Transportation Association encourage idle reduction to protect the health of children, bus drivers and the community. It is also recognized that reduced idling will save money by saving fuel and reducing wear and tear on engines.

The district and association agree to work together to educate drivers on the benefits of idling reduction and monitor idling to ensure compliance with idling procedures

Section 14 - The District will provide each driver with a monthly status report of his or her point status under the current no-fault attendance policy. In addition, drivers will receive a printout of hours worked prior to their check date.

ARTICLE 17 – DURATION OF AGREEMENT

Section 1 – This Agreement supersedes and cancels all previous agreements verbal and written or based on alleged past practices, between the School District and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 2 – This Agreement shall become effective on execution, and will remain in effect until midnight, June 30, 2019, and will automatically be renewed for successive periods of one (1) year unless either party gives written notice on the other party at least sixty (60) days prior to the expiration date of its intention to amend or terminate this Agreement.

Kalamazoo Public Schools
Transportation Association / MEA

By: J. Ruess

Dated: 7/13, 2018

Kalamazoo Public Schools

By: Ry 2. [Signature]

Dated: 7/13, 2018

EXPERIENCED SUBSTITUTES

The Parties agree that the following will prevail with respect to “Experienced Substitutes”:

A. Assignment.

1. Experienced Substitute (ES) drivers may continue to hold their bid routes, both noon and regular routes. ES’s are required to hold a bid route.
2. A newly licensed trainee will be assigned to operate the ES’s route. The ES will ride with the trainee as a mentor.
3. If there are no trainees requiring a mentor, and no absences on other routes, an ES may be asked to ride as a monitor or aide on a route that needs additional help managing student behavior. The ES may be assigned other typical ES related work as needed by management (administrator or super-tech).
4. The ES will return to their own bid route upon completion of the assignment.
5. If an ES has not driven his or her route for a month, he/she should not be held responsible for route changes, written directions, emergency evacuations etc.
6. An ES will not permanently replace a regular bid driver.
7. In no way will an ES evaluate and/or report on the performance of another driver.
8. An ES shall maintain the right to bid on and accept field trips.
9. ES volunteers will commit to the assignment for the duration of the school year, August through June, but may withdraw for personal reasons.
10. Experienced Substitutes will not be allowed to bid on WoodsEdge routes.

B. Selection. Qualifications necessary for selection are:

1. Two (2) years continuous seniority just prior to selection as experienced substitute.
2. Effective January 1, 2005, newly selected ES’s must be able to drive all busses in the fleet.

3. An ES shall have, in the past demonstrated good communication, judgment, problem solving, and administrative skills in difficult situations. This means excellence in managing students, keeping their route on time, keeping route copies up to date and sharing information with principals, parents, and other transportation staff.
4. Shall be at two or above on the No Fault Attendance Policy.

Experienced Substitute positions shall be filled from the eligible volunteers, meeting the above criteria. Experienced substitute positions will be posted for five (5) days. Interviews will be conducted with all members applying for an experienced substitute position. The interview team will consist of the lead transportation administrator, dispatcher and scheduler.

C. Forfeiture of position.

Effective September 1, 2015, an ES shall maintain a two or above status on the No Fault Attendance Policy. Failure to maintain this status shall result in forfeiture of the ES position.

No-Fault Attendance Program
for
Kalamazoo Public Schools Transportation Department

I. ABSENTEESIM (FULL DAY)

- A. Basic Policy.** The District will maintain records as to the number of absences accumulated by each employee. An employee will be charged with one (1) absence occurrence for each absence period of one (1) to two (2) consecutive scheduled work days. Absence periods of more than two (2) days or separated by days when work is not scheduled shall be counted as separate absence occurrences. Tardiness of more than (1) hour or a period of leaving work causing absence in excess of two (2) hours shall count as a full day absence. (See Section II A).

Notwithstanding the foregoing, an employee whose period of absence exceeds the period limit outlined above will only be charged with one (1) absence occurrence if he/she submits a valid doctor's excuse stating he/she was unable to work for the entire period of the absence because of the specified illness or injury. To be valid, the doctor's slip must indicate that the employee was actually examined, evaluated and treated by the doctor during the absence period, and state the diagnosis and basis for the excuse from work. The slip must be presented to the Transportation Department no later than the first day upon returning to work.

A new employee will begin their career with KPS at a +2 after they have becomes licensed to drive a school bus.

- B. Exceptions.** Absences for any one of the following reasons shall not be considered an absence:
1. Industrial injury certified as requiring time off by the District physician or District's statement that work is not available within the restrictions given by the District physician.
 2. Personal days.
 3. Jury duty or witness leave.
 4. Military duty.
 5. Official Union business, with prior written notification to the District.
 6. Injury or illness requiring hospital confinement of the employee, or following outpatient hospital surgery or medical procedures. A valid doctor's excuse stating that he/she was unable to return to work due to outpatient surgery, a medical procedure or was confined to the hospital must be provided to the Transportation Department no later than the first day upon returning to work.
 7. Death in the immediate family for which bereavement pay applied.

8. Major winter storms when at least fifty percent (50%) of the employees on the shift are unable to report to work.
9. Once, during the time period between July 1 and December 31 and once for a second time during the time period between January 1 and June 30, a driver may use one sick leave day without being charged an absence occurrence. If the absence exceeds one day, an occurrence will be charged. This provision is not applicable for an absence on a Monday, Friday, the last scheduled day during a work week, or the day before or after a holiday break. (Free day)
9. Court appearances as described in Article 13, Section 2.

Any employee who is absent for any one of these reasons, and desires that the absence not be considered as an absence occurrence, must advise the Transportation Department in writing of the reasons for the absence, as soon as possible, but in case later than the first day upon returning to work following such absence. The District retains the right to require proof. If the employee does not advise the District that he/she was absent for one of these eight reasons within that time, his/her absence will be recorded as an absence occurrence.

- C. **Procedure.** The following action shall be taken when an employee's absences reach the following pre-selected points:
 1. When an employee accumulates two (1) absence occurrences and/or reaches minus one (-1), he/she shall be given a written "Warning".
 3. When an employee accumulates two (2) absence occurrences, and/or reaches minus (-2), he/she shall be given one (1) day disciplinary lay-off.
 4. When an employee accumulates three (3) absence occurrences and/or reaches minus three (-3), he/she shall be given a "Final Warning" and be given a three (3) day disciplinary lay-off.
 5. When an employee accumulates four (4) absence occurrences and/or reaches minus four (-4), he/she shall be discharged.

II. PARTIAL DAY ABSENCE; TARDINESS AND LEAVING WORK

- A. **Basic Policy.** The District will maintain separate records as to the number of instances of tardiness and the number of instances of leaving work by each employee.

1. **“Tardiness”** is defined as arriving late for the scheduled work day up to one (1) hour after the employee’s assigned report time. If an employee is tardy for any reason, he/she will be charged with one (1) tardy occurrence. Tardiness in excess of one (1) hour shall be counted as a full day absence. (All drivers who were charged with a tardy for arriving late at a scheduled stop will be made whole for any discipline associated with being late to a stop)
2. **“Leaving Work”** is defined as leaving work any time within the work day which results in a loss of up to two (2) hours of assigned work. If an employee leaves work for any reason, he/she will be charged with one (1) leave work occurrence. Leaving work causing a loss in excess of two (2) hours shall be counted as a full day absence. If the employee has not reported for their work assignment (am, pm, after school) the absence shall be counted as a full day absence.

B. Exceptions.

1. Industrial injury as certified by the District physician as requiring time off, or the District’s statement that work is not available within the restrictions given by the District doctor.
2. Jury duty or witness leave.
3. Military duty.
4. Official Union business, with prior written notification to the District.

C. Tardiness Procedure. The following action shall be taken when an employee’s tardiness occurrences reach the following pre-selected points:

1. When an employee accumulates two (2) occurrences of tardiness and/or reaches minus two (-2), he/she shall be given a written “Caution”.
2. When an employee accumulates three (3) occurrences of tardiness and/or reaches minus three (-3), he/she shall be given a written “Warning”.
3. When an employee accumulates four (4) occurrences of tardiness and/or reaches minus four (-4), he/she shall be given a one (1) day disciplinary lay-off.
4. When an employee accumulates five (5) occurrences of tardiness and/or reaches minus five (-5), he/she shall be given a “Final Warning” and a one (1) day disciplinary lay-off.
5. When an employee accumulates six (6) occurrences of tardiness and/or reaches minus six (-6), he/she shall be discharged.

III. EARNED CREDITS

An employee may improve his/her attendance record through perfect attendance. For each calendar month attendance period during which an employee is scheduled to and expected to work at least fifteen (15) days during said month and the employee has perfect attendance in all categories, that employee will be given plus one (+1) in each category. That credit will be applied as of the first day of the month following the month in which it was earned to the employee's absence record.

Notwithstanding the above, when an employee has perfect attendance in all categories during the combined months of August and June, that employee will be given plus one (+1) in each category. That credit will be applied as of the first day of the month following the month in which it was earned to the employee's absence record.

The employee will be allowed to accumulate positive credits to a maximum of plus six (+6) at any one time for full day, plus five (+5) for tardiness.

IV. GENERAL RULES AND PROCEDURES

1. This rule operates independent of the benefit provisions of the parties' agreement concerning approval of absences or pay for absences as sick or other time. Qualification for pay or approval under such provisions does not affect the assignment of the absence occurrence under this policy.
2. Any employee who must see a physician or dentist during working hours will not be charged with a Partial Day or Absence Occurrence, provided the employee notifies the Transportation Department one (1) week before the scheduled appointment, in writing, and it is established by the Transportation Department that it was impossible for the employee to get an appointment during non-working hours. Such notification must include the name and telephone number of the physician or dentist.

The employee will present to the Transportation Department, upon their return from the appointment, written confirmation from the doctor's office of the time the appointment was scheduled and the time the appointment ended.

3. If an employee leaves early one day because of illness or non-industrial injury and then continues his/her absence the following day(s), continuously, the employee will be charged with occurrence(s) only under the Full Day absenteeism plan. In this application, the day of the Leave Early shall count as a day of absence under the Full Day policy.

4. Missing daily overtime previously agreed to or any extra assignments bid for or accepted, will be charged as a "Leave Early" or "Full Day Absence," based upon the hours missed, unless permission has been granted in advance by the District to miss the assignment.
5. Each employee will have the opportunity once each calendar year to declare one (1) day of absence as an emergency which will be excluded from computation under the program, i.e. does not count as an absence and it does not prohibit the earning of a credit for perfect attendance.

Claiming an emergency must be done no later than the first day upon returning to work after the emergency.

If an employee has any additional emergency absences during the calendar year, they will be charged under the Absenteeism Program. The preceding rule will also apply to one (1) tardiness and one (1) leave work emergencies per calendar year.

Emergencies may not be taken the day before or the day after holidays or school vacations unless there is, in the opinion of the Transportation Department, a proven, clear need for the emergency.

6. Nothing contained within this program shall relieve an employee from making proper application for leaves in cases where that is required, and does not preclude the District from taking appropriate action against employees who ignore their responsibilities under this portion of the agreement.
7. The definitions of partial day and full day absences are used only to govern the assessment of points under this system. An employee may be denied work for the remainder of a day even if he/she arrives within the "partial day" period if no work is available. For example, if a fill-in driver is assigned a route before the regular driver arrives, one (1) hour after expected, the regular driver would receive a partial day absence but may not be provided work for the remainder of the day.

V. CALL IN

The Attendance Control Policy does not relieve an employee from the requirement to inform the District of his/her absence.

Employees are responsible for notifying the District prior to the beginning of their work shift. When notifying the District, the employee should indicate the following information: name, expected return date, and name of person calling if other than the employee.

- VI. Both parties recognize that there are bus drivers that have school or work commitments mid-day between their regular morning and afternoon runs. Although the work of the school bus driver must take precedence over other school or work commitments, on days that there are an adequate number of drivers available to cover early dismissal of school, the district will make every effort to cover the early dismissal for drivers with work or school commitments. Drivers with school or work commitments must notify the dispatcher, in writing, at the beginning of each semester of the nature and time of their school or work commitment. If the dispatcher is able to cover the early dismissal with other drivers, the absence will not be considered an absence under the No Fault Attendance Program. The driver will not be paid for the time they do not work.

It is further recognized that during the week of mandated MME testing and on district-wide half days, it will not be possible to cover early dismissal for any drivers.

- VII. When a driver reaches +6 in the No-Fault Attendance Program, the driver's pay will be increased by \$.30 per hour. If the driver drops below a +5, the hourly rate will be returned to the regular hourly rate.
- VIII. Both parties recognize that there are times that a driver with an assigned noon run may need to be absent from their noon run due to illness, an appointment for a family member or other emergency.

Up to two times per year, a driver may miss their noon run, shuttles or other assignment between 9:00 a.m. and 2:00 p.m. due to illness, an appointment for a family member or other emergency provided that it is a regular work day (no half days or testing). The driver will not be charged with an absence occurrence provided that they have notified the dispatcher as soon as possible (for appointments, as soon as the appointment is scheduled) and for illness, no later than the end of the morning run, that they will be absent for their noon run. The driver will not be paid for time not worked and will be expected to drive their morning, afternoon and after-school program runs.

No Fault Attendance Guide

The attached list is meant to clarify the absences where a point is given, when payment is received and when a credit is added for the month.

	<u>Check</u>	<u>No Check</u>
No-Fault	Received 1 Point for for these absences	Do not receive point these absences
Paid	Automatically paid day	Pay only if driver has available sick or personal days
No Credit	Receive no credit for the month	Gain credit for month

Select Pick List to Edit

Absence Reasons

No Fault Max Defaults

Type	Reason	NoFault	Paid	No Credit
Absence	ALOA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Absence	AMLOA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Absence	Bereavement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Absence	Bereavement/Sick Time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Car Trouble	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Corp Fil exam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Court-Personal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Death not covered by Bereave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Didn't return from State Cert.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	DOT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Dr. appt no notice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Dr. Appt./ WC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Dr. Appt.w/notice	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Emergency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Failed DOT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Failed DOT/FMLA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Family Emergency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Family member sick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	FMLA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	FMLA/STD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Hospital/Surgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Industrial injury	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Jury Duty/Witness Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Absence	Just because	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	LE more than 2 hrs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Left in middle of run/Quit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	LOA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Major Winter Storm	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Absence	Maternity Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Medical Confinement after Sur	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Medical Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Medical Procedure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Military Duty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Missed F. Trip	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	No Call No Show	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	No License	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	No Show	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	No Show for ED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Not coming in	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Off	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Off w/ Dr. Note-WC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Off W/Dr. note	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Official Union Business-during	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Out of Town	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Overslept/didn't come in	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Pending FMLA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	personal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Personal Business Day	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Absence	Random	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Sick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	sick/with Dr.'s note	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Suspension	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Tardy more than 1 hr late	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Turned down awarded FT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	waiting results of Drug test	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Went home	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Absence	Workers Compl/LD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Workmans Comp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Workmans Comp Adjustment-	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absence	Workmans Comp/Not here	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Absence	Emergency Absence	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Leave Early	Leave Early	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Tardy	Emergency Tardy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Field Trip	Field Trip	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Free Day	Sick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Leave Early	Emergency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Leave Early	Leave Early	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tardy	Emergency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tardy	Tardy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

REPORTABLE CRIMES LIST

- (a) Any Felony
- (b) Any of the following misdemeanors:
 - (i) Criminal sexual conduct in the fourth degree of an attempt to commit criminal sexual conduct in the fourth degree;
 - (ii) Child abuse in the third or fourth degree or an attempt to commit child abuse in the third or fourth degree;
 - (iii) A misdemeanor involving cruelty, torture or indecent exposure involving a child;
 - (iv) A misdemeanor involving delivery or distribution to minors/students near school property of marijuana in violation of MCL 333.7410;
 - (v) Breaking and entering, or entering without breaking; buildings, tents, boats, railroad cars; entering public buildings when expressly denied in violation of MCL 750.115;
 - (vi) Consumption or possession of alcohol by minors or controlled substances at social gatherings in violation of MCL 750.141a;
 - (vii) Indecent exposure in violation of CL 750.335a;
 - (ix) Removal or damage of fixture, attachment or other property belonging to, connected with, or used in construction of vacant building or structure in violation of MCL 750.359;
 - (x) Assault and/or assault and battery; domestic assault in violation of MCL 750.81;
 - (xi) Assault and infliction of serious injury in violation of MCL 750.81a;
 - (xii) Internet use for the purpose of committing crime against a minor in violation of MCL 750.145d;
 - (xiii) Selling or furnishing alcoholic liquor to a person less than 21 years of age in violation of MCL 436.1701
 - (xiv) Any misdemeanor that is a listed offense. (Listed offense means that term as defined in section 2 of the sex offenders registration act MCL 761.1).
- (c) A violation of a substantially similar law of another state, of a political subdivision of this state of another state, or of the United States.

Arraignment Disclosure Form

(School District or Non-Public School Name)

Name (Please Print)

School Name (Please Print)

School District (Please Print)

Position (Please Print)

Date of Arraignment (Please Print)

Pursuant to Public Act 131 of 2005, I, hereby disclose that I was arraigned on the
aforementioned date for the criminal offense of _____

in _____ Court, located in the State of
_____, County of _____.

In signing this form, I acknowledge that I understand that failure to disclose this information is a violation of Public Act 131 and can result in action being taken relative to my certification and/or employment.

In signing this form, I acknowledge that I understand that should I be convicted of or pled guilty or nolo contendere (no contest) nor am I the subject of a finding of guilt by a judge or jury, it is my responsibility to disclose to the court that I am employed by a school, public or non-public. I also understand that if I am subsequently not convicted of any crime after the completion of judicial proceedings resulting from that charge, I must request, in writing, that the Michigan Department of Education and the employing school/district delete the report from my records.

Signature

Date

Send Form to: Dr. Flora L. Jenkins, Director
Office of Professional Preparation Services
P.O. Box 30008
Lansing, Michigan 48909

INDEX

A

Absenteeism, 27, 40, 41, 43, 44, 45, 47, 47
Annual Route Assignments, 10
Annual status report, 10
Arbitration, 7
Arraignment Disclosure, 49

Attendance Incentive, 22
Attendance Incentive Program, 42, 46

B

Base Assignment, 10
Benefits, 23
Bereavement Leave, 27
Bidding, 10
Bidding In The Event of Redistricting, 10
Binding arbitration, 7
Board of education rights, 2

C

Canceled trip, 13
Casual and on-call drivers, 3
Cellular telephone, 33
Certification, 31
Concerted action, 3

D

Definitions, 9
Dental Insurance, 25
Discipline, 3
Discipline or discharge, 4, 5
Discipline, student, 33
Driver's license, 32
Dues, 2
Dues deductions, 2
Duration of Agreement, 34

E

Eaton Defensive Driving Course, 17
Emergency absence, 41
Emergency Field Trip, defined, 9
Emergency Field Trips, 13
Equal employment opportunity, 1
Experienced Substitute Driver, wages, 22
Experienced Substitute Drivers, 35, 36
Expired or revoked license, 32

F

Field Trip Bidding, 11

Field trip, canceled, 13
Field trip, defined, 9
Field trip, multiple drivers, 13
Field trips, summer, 15
Fill-in work, 17, 31

G

Grievance Panel, 6
Grievance Procedure, 5, 6, 7
Guarantees, 19, 20, 21, 22

H

Health insurance, 23, 24, 25
Holidays, 25
Hourly rate, 18, 19
Hours and work assignments, 16, 17, 18

I

Inclement weather, 21
In-service training, 17

J

Jury duty, 30, 31
Just cause, 3

L

Layoff and Recall, 8, 9
Leaving work, 37, 38, 39
Life Insurance, 25
Limited service employees, 31
Longevity, 20

M

Management Rights, 2, 3
Medical Benefits, 23, 24, 25
Medical Leave of Absence (not FMLA), 28
Membership in the Union, 1
Mutual concerns, 33

N

No-Fault Attendance Program, 37, 38, 39, 40, 41, 42
Noon Assignment, 9
Noon Assignment Bidding, 10
Notification of absence, 26, 27

O

Oral reprimand, 4
Overtime, 19

P

Personal Leave, 27, 28, 29, 30
Physical examinations, 31, 32
Point status, 37
Policies of the Board, 2, 3
Preparation time, 16, 17
Probationary employee, 7
Progressive discipline, 4, 5
Pyramid, 21

R

Reasonable rules, regulations and policies, 3, 4
Recognition, 1
Retirement, 25
Retirement bonus, 23
Route, 9
Run, 9

S

Safety standards, 32
Scheduling, 9, 10
Section 125 Plan, 25
Seniority, 7, 8
Seniority Loss, 8,
Shuttle Assignments, 10, 11
Sick Leave, 25, 26,
Sick Leave, accumulation, 27
Starting time, 16, 17
Steward, 2
Subcontracting, 3

Summer Assignment, 9
Summer Assignment Bidding, 15
Suspension, 4,5

T

Tardiness, 39
Telephone facilities, 32
Termination, 4, 5

U

Unanticipated Run, defined, 10
Unanticipated runs, filling, 15

V

Vacancy, 16
Vacancy, posting, 16
Vacation bonus, 23
Verified call, 12
Vision Insurance, 25

W

Wage Guarantee Provisions, 20, 21, 22, 23
Wages, 18, 19, 20, 21, 22
Winter Break Bonus, 25
Workers' Compensation, 31
Working days, 7, 8
Written reprimand, 4