

AGREEMENT

This Agreement entered into this 9th day of March, 2009, between Evert Public Schools, hereinafter referred to as the "Employer" and the Michigan Education Association hereinafter referred to as the "Association", on behalf of the Evert Transportation Professionals/MEA/NEA.

ARTICLE 1 - RECOGNITION

Employees Covered:

Pursuant to and in accordance with the Certification of Representative in MERC Case No. R99-B-19, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all Employees of the Employer included in the bargaining unit which is described below:

All full-time and regular part-time bus drivers excluding clerical, mechanic, supervisory, administrative, substitutes and all other employees.

ARTICLE 2 - EMPLOYER RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the Michigan Revised School Code, or any other law or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Employer had prior to this Agreement are retained by the Employer. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Employer.
 2. Continue its rights of assignment and direction of personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or school hours or days as well as transportation routes and schedules, consistent with the terms of this Agreement.
 3. The right to direct the working forces, including the right to hire, promote, discharge or otherwise discipline Employees for cause (cause shall not be required with regard to probationary Employees), transfer Employees, assign work or duties to Employees, determine the size of the work force and to lay off Employees, consistent with the terms of this Agreement.
 4. Determine the qualifications of Employees, including physical conditions, in accordance with applicable state and federal statutes or administrative regulations.

5. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies.
 6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 7. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 8. Determine the policy affecting the selection, testing or training of Employees.
 9. To establish courses of instruction and in-service training programs for Employees and to require attendance at any workshop, conference, etc. by Employees, including special programs. Employees shall be compensated for these activities when attendance is required outside of regular working hours.
 10. The right to plan, alter, modify, change or discontinue bus routes and/or the assignment or reassignment of buses to routes, provided that such actions are consistent with the terms of this Agreement.
 11. The Employer and/or its representatives may adopt reasonable rules and regulations for production, discipline, and safety where such rules do not conflict with the terms of this Agreement.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- C. The listing or specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

ARTICLE 3 - AGENCY SHOP

- A. Each Bargaining Unit Member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association pursuant to the Association's Policy Regarding Objections to Political-Ideological Expenditures; and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The Bargaining Unit Member may authorize payroll deduction for such fee. In the event that the Bargaining Unit Member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the Bargaining Unit Member's wages and remit same to the Association

under the procedures specified below. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each Bargaining Unit Member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

- B. Any Bargaining Unit Member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, assessments and contributions from the regular salary check of the Bargaining Unit Member each month for ten (10) months, beginning in September and ending in June each year. The Employer shall remit same to the local association treasurer within the time period specified in Paragraph A of this Article. The Employer shall not be required to make any dues or service fee deductions in the preference to legally required deductions.

The Employer shall not be required to make deductions from the compensation of Bargaining Unit Members except in conformance with standards and procedures specified in applicable law.

Nothing in this Article shall be interpreted or applied to require Employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the written consent of the Employee, on file with the Board, in accordance with statutory provisions.

- C. The procedure in all cases of non-payment of the service fee shall be as follows:
1. The Association shall notify the Bargaining Unit Member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 2. If the Bargaining Unit Member fails to remit the service fee or authorize deduction for same, the Association may request the board to make such deduction pursuant to paragraph A above.
 3. The Board, upon receipt of request for involuntary deduction, shall provide the Bargaining Unit Member with an opportunity for a due process hearing limited to the question of whether or not the Bargaining Unit Member has remitted the service fee to the Association or authorized payroll deduction for same.
- D. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-Association Bargaining Unit Members. The remedies set forth in that Policy shall be exclusive and, unless and until such procedures (including any administrative or judicial, review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting Bargaining Unit Member concerning the

application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

- E. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- F. The Association will certify at least annually to the Employer, fifteen (15) days prior to the date of the first payroll deduction for membership dues, the amount of said membership dues. The Association will notify the Employer of the amount of service fee to be deducted by the Employer from non-members within fifteen (15) days following notification to non-members of the amount permitted.

The Association agrees to promptly notify the Employer of any litigation where an order (of a Court, administrative agency or arbitrator) has been issued preventing the Association from implementing its policies regarding objections to political-ideological or other expenditures. In that event, the parties shall promptly meet to examine the impact of the order upon the union security provisions of this Article.

- G. The Association shall defend, indemnify and save the Board (including Administrative and clerical Employees) harmless against and from any and all claims, demands, suits, judgments or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement (at Association expense) with any Bargaining Unit Member whose wages have been subject to involuntary deduction under this Article. No such settlement shall, however, obligate the Board to take or refrain from taking any action or involve expenditure of funds of the Evart Public Schools without prior formal authorization and approval by the Board. If a court having competent jurisdiction over the area of Evart Public Schools rules the indemnification or save harmless provisions to be unenforceable, the obligation to collect involuntary deductions for service fees, as outlined in Section A, shall cease.
- H. A Bargaining Unit Member who, because of sincerely held individual religious beliefs or due to adherence to teachings of a bona fide religion, body, or sect which has historically held conscientious objection to joining or supporting labor organizations, shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such Bargaining Unit Member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the Employer and the

Association. The burden of qualifying for this provision shall be upon the Bargaining Unit Member.

- I. In the event of an objection to the Association's service fee, the Association also agrees to furnish the Employer, upon request, with information necessary for the Employer to make a determination as to the legal sufficiency of the Association's procedures whereby non-members of the Association can challenge service fees established by the Association as well as with respect to the proper characterization and allocation of Association expenditures which have been identified by the Association as properly chargeable to Bargaining Unit Members who do not choose to become members of the Association.

ARTICLE 4 - ASSOCIATION REPRESENTATION

- A. The Local Association shall advise the Employer, in writing, of the names of all committee members and Local Association officers within ten (10) days of their election or appointment. The Local Association shall have the right to call in a representative of the Association at any time, provided it does not interfere with the Employee's work. The Association Representative shall notify the Employer of his presence on the premises. The Employer shall not be required to recognize or deal with any Employee as a representative of the Association other than those designated above and the Grievance Chairman.
- B. The Local Association shall elect or select one (1) person to represent the Employees of the bargaining unit in the capacity of Grievance Chairman. The Employer shall be advised by the Association, in writing, of the identity of the Grievance Chairman.
- C. Processing Grievances:

The Grievance Chairman or an alternate may process or investigate a grievance and/or complaints at his/her discretion after notifying the Employer. The Grievance Chairman or an alternate may process or investigate a written grievance or a complaint with the Employer's representative.
- D. The Grievance Chairman or Association Representative shall represent the Employees and shall be authorized to resolve grievances and other matters on behalf of such Employees. Any resolved grievances and matters shall be final and binding upon the Employees and the Association.
- E. All grievance procedures and investigations by the Association will be conducted during times which do not interfere with the Employees' assigned duties. It is understood and agreed that if at any time, and by mutual Agreement with the Employer, such procedures are handled within the time of the normal assigned duties, the Employees involved shall suffer no loss of pay.

F. Bulletin Boards:

The Employer agrees it will furnish a bulletin board in the Bus Garage for the posting of official Association notices, which will be signed by either an Association Representative or the Grievance Chairman.

ARTICLE 5 - SPECIAL MEETINGS

Special meetings may be scheduled by mutual Agreement of the Association and the Employer to discuss problems and matters of common concern. Arrangements for special meetings shall be made in advance, including an identification of the issue(s) to be discussed. Either the Association or the Employer may raise any issue that party deems appropriate. Such meetings may be attended by designated representatives of the Association as well as designated Employer representatives.

ARTICLE 6 - GRIEVANCE PROCEDURE

A. A grievance is defined as a claim by one or more Employees that there has been a violation, misinterpretation or misapplication of the express terms of this Agreement.

1. An aggrieved Employee is the Employee(s) who is/are directly affected and, therefore, will make the claim.
2. In this Article, the term "Employee" may also mean "Association" when the Association grieves on behalf of members of the bargaining unit who, because of extenuating circumstances, are unable to initiate the grievance themselves.
3. Individual Employees shall not have the right to appeal a grievance under this Article beyond Step 3 without endorsement and representation by the Association.

B. Written grievances as required herein shall contain the following:

1. It shall be signed.
2. It shall be specific.
3. It shall contain a brief summary of the pertinent facts causing the grievance.
4. It shall cite the section or subsections of this Agreement alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

C. The term "days" as used herein shall mean scheduled workdays. A "work day" shall be defined as any day when the central administrative offices of the school are open. Time

limits may be extended only upon mutual written Agreement of the parties. The Employer declares its intention to answer grievances presented by the Association within the time limits specified in this Article. Any grievance not pursued or appealed by the Association within the time limits hereinafter specified shall be deemed settled on the basis of the Employer's last response. This grievance procedure is intended to be the sole and exclusive procedure for addressing breach of contract claims brought by Employees or the Association, as is applicable. The time limits set forth in this procedure shall be regarded as mandatory periods of limitation for the bringing of any claims that this contract has been violated.

D. Procedure:

STEP 1: The aggrieved Employee and the Grievance Chairman or Alternate shall meet with the Director of Transportation to orally discuss the grievance within ten (10) days of the occurrence giving rise to the grievance. The Director of Transportation shall be advised in the oral discussion that the events being discussed are being presented as the basis for a grievance and the terms of this Agreement upon which the grievance is based.

STEP 2: If the matter remains unresolved after the Step 1 conference, the Grievance Chairman shall, within ten (10) days of the meeting with the Director of Transportation, present a written grievance to the Director of Transportation. The Director of Transportation will answer the grievance, in writing, within five (5) days of its receipt, giving the answer to the Grievance Chairman.

STEP 3: If the grievance is not resolved, the Association Representative(s) and affected Employee(s) shall meet with the Superintendent and/or his representative within ten (10) days of receipt of the Step 2 answer by the Grievance Chairman. Either party has the right to extend the date for this meeting for not more than an additional ten-(10) day period. When this option to extend time is exercised by either party, written notice shall be given to the other party and a meeting date shall be mutually established. The Association Representative(s) and the affected Employee(s) will discuss the grievance with the Superintendent and/or his representative. The Superintendent's answer shall be given, in writing, within ten (10) days to the affected Employee(s) and Association Representative(s).

STEP 4: If the grievance is not resolved at Step 3, the Association may appeal the grievance to the Board of Education by filing a notice of appeal with the Board of Education Secretary within five (5) days after receipt of the Superintendent's written disposition.

Upon receipt of the written grievance, the Board of Education shall schedule a hearing on the grievance to occur at the Board's next regularly scheduled meeting. The Board shall make a written disposition of the grievance no later than twenty (20) days from the time of the hearing of the grievance. The Board may hold future hearings thereon, may designate one or more of its members to hold future hearings thereon, or otherwise investigate the grievance. However, the final determination of the grievance by the Board shall be made not more than twenty (20) days after the initial Board hearing, except with the express written consent of the Association.

STEP 5: If the grievance is not resolved at Step 4, the Association or the Employer may request arbitration as hereinafter provided in this Agreement. The party desiring arbitration must notify the other party of such desire, in writing, within ten (10) days of the day on which the written disposition was received or due at Step 4 of the Grievance Procedure. In the event that a party should fail to serve such written notice, the matter shall be considered settled on the basis of the disposition made in the last Step of the Grievance Procedure.

After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within ten (10) days, or within a longer period if mutually agreed upon, either party may submit the matter to the American Arbitration Association requesting that an arbitrator be selected with assistance and under the rules of the American Arbitration Association.

1. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitral forum herein established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.
2. Neither party may raise a new defense or ground at Step 5. Each party shall submit to the other party not less than five (5) days prior to the arbitration hearing, a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing. The parties may also elect at such time to confer in an attempt to settle the grievance.
3. The powers of the arbitrator are subject to the following limitations:
 - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to establish wage scales or to change any existing wage scale.
 - c. He/she shall have no power to rule upon the termination of services of or failure to re-employ any probationary Employee.
 - d. He/she shall have no power to consider any claim for which there is another remedial procedure or forum established by law or governmental regulation.
 - e. He/she shall have no power to rule upon the content of an Employee evaluation.
 - f. He/she shall have no power to change any practice, policy or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule or any action taken by the

procedures unless otherwise specifically agreed in writing by both the Employer and Association.

ARTICLE 7 - PROBATIONARY PERIOD

- A. A newly hired Bargaining Unit Member shall be on probationary status for sixty (60) workdays, taken from and including the first day of regular employment. If at any time prior to the completion of the probationary period, the Bargaining Unit Member's work performance is regarded as unsatisfactory by the Employer, the Employee may be dismissed without appeal. Probationary Bargaining Unit Members who are absent on scheduled work days shall work additional days equal to the days absent, and such Employees shall not have completed their probationary period until these additional days have been worked.
- B. Upon satisfactory completion of the probationary period, the Bargaining Unit Member's seniority date shall be retroactive to the first working day. At that time, the Bargaining Unit Member's name shall be entered on the seniority list.
- C. During the probationary period an Employee shall not be eligible for any benefits under this Agreement.

ARTICLE 8 - SENIORITY

- A. "Seniority" shall be defined as the length of an Employee's continuous and uninterrupted employment in the respective seniority classifications of this bargaining unit from the Employee's initial date (i.e. first working day) of hire in such classification. Seniority may be exercised only within the classification in which it is accumulated.
- B. There shall be no seniority among probationary Employees. After satisfactory completion of their probationary period, Employees will be entered on the seniority roster in accordance with the provisions of Article 7 of this Agreement.
- C. The seniority classification of this bargaining unit is as follows:

 Bus Driver
- D. The Employer shall prepare and maintain a seniority roster showing only the length of service of each Employee within the respective seniority classifications. The roster shall contain the Employee's name, classification and date of hire in that classification. A copy of the list shall be furnished to the Association not later than October 1 annually. If no objections are received within twenty (20) days thereafter as to the accuracy of the seniority list, the Employer's list shall be regarded as conclusive. In the event more than one Employee has the same length of service in a seniority classification, seniority placement on the list shall be determined by the last four digits of Social Security numbers, with the higher number receiving higher position on the seniority list.

- E. Seniority shall be lost for the following reasons:
1. The Employee quits.
 2. The Employee retires.
 3. The Employee is discharged (and not reinstated through procedures set forth in this Agreement).
 4. The Employee fails to return to work (without excuse acceptable to the Employer) within five (5) working days after issuance of the District's notice of recall to the last known address of the Employee as shown on the District's records. It shall be the responsibility of the Employee to provide the District with a current address.
 5. The Employee is absent from work for three (3) consecutive working days without advising the District of a reason acceptable to the District for such absence.
 6. The Employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence.
 7. A settlement has been made with the Employee for separation from employment.
 8. The Employee is laid off or has not, for any reason, worked for the District for a continuous period exceeding the length of the Employee's employment or two calendar years, whichever occurs sooner.
 9. The enumeration of the above conditions for loss of seniority shall not constitute a limitation upon the right of the Employer to impose disciplinary measures (including discharge) for violation of the Employer's rules and policies which are not in conflict with the express terms of this Agreement.

ARTICLE 9 - LAYOFF AND RECALL

- A. "Layoff" shall be defined as a determination by the Employer to effectuate a reduction in the work force, which reduction is implemented either by discontinuing the employment of a designated number of individual Bargaining Unit Members and/or through a reduction in the hours assigned to positions within the bargaining unit. The Employer reserves the right to select the routes and/or assignments to be reduced. Bargaining Unit Members shall receive, in writing, thirty (30) calendar days' notice of layoff.
- B. In the event that the Employer determines that a layoff is necessary, such layoff will be accomplished by elimination of and/or reduction in the number of routes and/or assignments.

Seniority shall be applicable as a factor along with certification and ability in layoffs and recalls.

1. "Seniority" shall be as defined in Article 8 of this Agreement.
 2. "Certification" shall be defined as "possession of all valid and unrestricted licenses, (CDL/vehicle group designation, endorsement appropriate for the assignment, chauffeurs license)". Bus drivers shall have completed initial and continuing courses in school bus safety education as well as any required on-road skills tests.
 3. "Ability" shall include: Physical and/or psychological examination by qualified person(s); capacity to successfully provide transportation-related service to students (including consideration of driver evaluations and driving records); satisfying all standards contained in regulations and Employer policies issued to implement the Omnibus Transportation Employee Testing Act of 1991; not being cancelled or qualified for coverage on the Employer's standard fleet insurance policy; not being convicted of any offense which would either statutorily disqualify the driver from hire or retention or any other offense indicative of unfitness to provide services to students.
- C. Probationary Employees in a classification being reduced shall be laid off first. When the Employer determines to further reduce the size of the work force through elimination of positions in a seniority classification, Employees in the seniority classification shall be reduced in order of least seniority within the seniority classification being reduced, provided that there are more senior Employees within the seniority classification remaining who possess the certification and ability required to perform the assignments vacated by the least senior Employee(s) in the classification.
- D. The Employer shall recall seniority Employees from layoff according to seniority within the classification of the vacant assignment(s), provided that the recalled Employee is certified and able (at the time of recall) to perform the available work. There shall be no obligation under this Agreement to post a vacancy where there are seniority Bargaining Unit Members on lay off in the proper seniority classification who are certified and able to fill the vacancy. The Employer agrees not to hire new regular Employees while there are certified and able seniority Employees on layoff status who are available for recall.
- E. Notices of recall shall be sent by certified mail, return receipt requested, to the Bargaining Unit Member's last known address as shown on the Employer's records. It shall be the Bargaining Unit Member's responsibility to keep the Employer notified of his/her current mailing address. The recall notice shall state the time and date on which the Employee is to report to work. A recalled Employee shall be given five (5) workdays from receipt of a recall notice to report to work. The Employer may fill the open position on a temporary basis until the recalled Employee is scheduled to report for work. A Bargaining Unit Member who declines recall to perform work for which he/she is certified and able to perform under this Agreement shall forfeit his/her seniority rights under this Agreement and shall be considered a quit.

- F. A Bargaining Unit Member who is paid unemployment compensation benefits during the summer months chargeable to the Employer and who is subsequently employed in the

bargaining unit in the ensuing school year shall have his/her compensation for that school year adjusted such that his/her unemployment compensation benefits received plus adjusted compensation will be equal to the total compensation he/she would have earned for the ensuing school year had he/she not received unemployment compensation benefits during the summer months.

If the Employer receives reimbursement from any state or federal source for unemployment benefits paid to Bargaining Unit Members under this provision, the salary adjustment for the ensuing school year attributable to unemployment compensation benefits received shall be reduced to the extent that the Employer has received such reimbursement from any state or federal source.

ARTICLE 10 - ASSIGNMENT

- A. The following are definitions to be used throughout this contract:
1. Regular runs shall be defined as morning runs bringing students to school, after school runs taking students home from school, the afternoon career center run, and PPI runs. Regular runs shall be established by two criteria: (1) The run shall be a run assigned to a driver through the bidding process; and (2) It shall be considered that driver's run until it ends up being reassigned to another driver through the bidding process.
 2. Extra runs shall be defined as all pre-school runs, van runs, alternative education runs (Genesis), the a.m. career center run, the building and trades run, any High School extra run, and any other extra run that becomes available. These runs shall be assigned through the bidding process after the regular runs have been assigned. A driver shall not be eligible for an extra run unless he/she has received a regular run through the bidding process. If an extra run becomes available during the school year the run shall be assigned through the bidding process provided the driver who has an extra run shall forfeit that run upon the acceptance of the new extra run.
 3. Field trips shall be defined as trips assigned at the Friday morning field trip assignment meeting and shall include trips such as, but not be limited to, athletic trips, field trips and class trips. These trips shall be assigned on a rotation basis outlined in paragraph F of this article.
 4. Emergency trips shall be defined as field trips that are scheduled after the Friday field trip assignment meeting and are going to take place Monday through Sunday before the next Friday field trip assignment meeting. These trips shall be assigned on the same rotational schedule and basis used for field trips. These runs shall be assigned as they are received by the Transportation Department.
- B. Prior to the commencement of the bid meeting described below, all regular bus runs will be posted. Drivers shall have the right to bid by classification seniority, certification and

ability (as those terms are defined in Articles 8 and 9 of this Agreement) for runs. If the Employer denies a bid on the basis of ability, the Employee and the Association shall be advised of the reasons in writing. Such decisions shall be subject to the grievance procedure. All bidding shall be completed and routes assigned at a bid meeting to be held within five (5) workdays before the first day of school. Regular runs will be bid first. After all regular runs are bid and assigned, extra runs shall be bid separately and assigned. A driver may only bid on one (1) extra run at a time. If an extra run is not assigned after the first bidding round for extra runs, a driver who has been assigned an extra run may bid on this run and have it combined with his/her extra run, providing time scheduling allows such an addition. No driver shall be permitted to bid on a combination of regular runs and extra runs that creates a regular workday of more than eight (8) hours.

- C. If a vacancy on a bus run occurs after completion of the annual bid process described above the Employer shall have the right to utilize a substitute for up to ten (10) work days when the vacant route shall be bid at a meeting of all Bargaining Unit Members. The date for this bid meeting will be posted within five (5) workdays after the vacancy occurs. Any vacancies resulting from awarding of the initial vacancy shall likewise be bid at the same meeting. Bids will be awarded on the basis of classification seniority, certification and ability.
- D. The Employer reserves the right to reassign buses and/or runs based on District needs.
- E. Probationary Bargaining Unit Members shall not be eligible for assignment to emergency or field trip runs. Furthermore, Probationary Bargaining Unit Members shall be eligible, as specified in Section 15 of this paragraph, to substitute on career center runs, and extra runs. Field and emergency trips shall be assigned by classification seniority on a rotating basis, and it shall be done on the same trip board. Any PPI extra-curricular activities or field trips will be handled by the PPI driver or substitute driver and not posted on the trip board. The following specific procedures shall apply to the assignment of field or emergency trips:
 - 1. On Friday, immediately after the morning runs, field trips will be assigned to Bargaining Unit Members through the next following week. Drivers who are not present for field trip assignments must make the Transportation Supervisor and the Association President aware of which days the absent driver(s) will be available for field trips. Drivers, who need to refuel their buses on Friday morning, shall refuel their buses prior to their regular morning run. Field trip sheets shall be made available at the start of the workday on Friday for drivers to peruse prior to the field trip assignment meeting.

Field trip assignments shall initially be made by the Transportation Supervisor. If for any reason the Transportation Supervisor is unavailable, field trip assignments will then be made under the supervision of the Mechanic. Should both the Transportation Supervisor and Mechanic be unavailable, the Transportation Secretary shall be responsible for making field trip assignments. In the event the Transportation Supervisor, Mechanic and Transportation Secretary are unavailable, the most senior driver shall be responsible for making field trip

assignments. No bus driver, except as is otherwise specifically provided above, shall have any authority to assign field trips, routes or work to another bus driver.

2. Drivers must give the Transportation Supervisor and the next driver on the field trip rotation list forty-eight (48) hours notice of declining a field trip ("turn down") unless there is a medical reason. Driver will make a reasonable attempt to notify the transportation supervisor. Drivers will not be penalized on the trip board with a medical reason, (a medical reason shall be defined as a sick day for the purpose of this paragraph.)
3. If the driver does not give the required forty-eight (48) hour notice of a turn down, that driver will be penalized by loss of rotation priority the next time he/she is eligible for a field or emergency trip through the normal rotation. If the penalty is not assessed due to an oversight, the penalty will be assessed at the next time he/she is eligible for a field or emergency trip.
4. Drivers who are penalized in this fashion will enter "TD" (turn down) for that trip and a "P" (penalty) in the square following the designation of that trip to indicate the penalty.
5. All drivers have the responsibility of keeping the field or emergency trip board properly marked as to trips taken, turndowns and penalties. The Employer reserves the right to correct any inaccuracies in this information, after notifying the Association of the correction.
6. Field trips that are requested after the weekly bid meeting in paragraph E (1) of this Article shall be considered Emergency Trips.
7. Emergency trips will be assigned as a continuation of the field or emergency trip rotation list to the next driver on the rotation list who is able and willing to take the assignment. Drivers who take emergency trips as described above will be taken out of their scheduled field trip position on the field trip board. If an emergency trip is not to occur on the same day that it becomes available, drivers shall be notified of the trip during their next work period. Drivers, via a sign-up sheet attached to the trip sheet, shall indicate whether or not they are willing to accept the trip. The parties intend that the opportunities for emergency, unposted or unscheduled trips shall be rotated.

There shall only be one (1) field trip board that includes any trips other than an assignment board for regular run drivers to substitute on extra runs. A driver who has an extra run assignment may not vacate that assignment on a given day to substitute on another extra run on that day. A driver who has a regular run and does not have an extra run may substitute for the p.m. career center run. This article is subject to conditions for cancellation as listed below.

8. If a field or emergency trip is cancelled, the driver who was awarded that trip shall be eligible for the next available unassigned field or emergency trip, whichever comes first, if he/she received no reporting ("show up pay" equal to

one (1) hour at the out of town rate.) If an emergency trip does not become available to replace the cancelled trip, the driver will be assigned a field trip to replace the cancelled trip on the next Friday, when field trip assignments are made, as described in paragraph F (1) of this Article. If it is during the Friday field trip assignment meeting, the driver will be assigned one (1) trip in place of the previously cancelled trip as well as any other trip(s) he or she would normally be eligible for during this assignment, by virtue of his/her position on the field or emergency trip rotation board. If more than one trip is cancelled in the same week, the driver with the earliest departure time will receive the first emergency trip or unassigned field trip. In the event that a driver is unable to take their regular run due to the late cancellation of a field or emergency trip, or the cancellation is on a weekend or holiday, the driver shall receive show up pay equal to two (2) hours at the out of town rate.

9. Any driver who refuses or fails to follow the procedures and standards regulating the awarding and taking of field or emergency trips will be removed from the field or emergency trip rotation list.
10. If performance of a field trip interferes or conflicts with a driver's regularly assigned run, that driver shall be paid the regular run wage for the corresponding portion of the field trip, with the balance of the field trip time paid at the field trip rate.
11. At the discretion of the Transportation Supervisor/Superintendent, additional driver(s) may be assigned to a field or emergency trip after consideration of one (1) or more of the following factors:
 - a. Driver availability.
 - b. Distance of trip.
 - c. Anticipated length of driving time.

Any additional assigned driver(s) will be paid their out-of-town rate.

12. Drivers shall be paid a one (1) hour minimum for any field or emergency trip run.
13. Substitution protocol for extra runs and the P.M. Career Center run shall be:
 - a. Seniority drivers shall be allowed to substitute on any extra run, including Middle of the Day PPI Regular Runs, and PM Career Center Regular Runs. These assignments shall be made on a separate rotational basis.
 - b. All drivers who substitute on an extra run shall receive their regular rate of pay. The first driver in this rotation has his/her choice of runs available that day.

14. Regular run substitution protocol by regular run drivers shall be:
 - a. PPI driver(s), on a rotational basis, shall have first choice of runs available on days when they are not scheduled to work.
 - b. The P.M. Career Center driver is the only regular run driver, other than the PPI driver(s), who is eligible to substitute on a regular run. This driver may only substitute on an A.M. run unless there is no P.M. Career Center run on a given day, in which case he/she may substitute on both A.M. and P.M. runs.

15. In the event that a field or emergency trip or an extra run has been turned down via the field and emergency trip rotation, or the extra run rotation process twice, the Transportation Supervisor shall offer the extra trip or emergency trip, or extra run to a probationary driver or a substitute driver; or assign the extra trip, emergency trip, or extra run to the lowest seniority driver on the field trip board list. In the event the lowest seniority driver on the field trip board list is not available for the extra or emergency trip, the Transportation Supervisor shall assign the extra trip, to the next lowest seniority driver on the field trip board list, and so forth until a driver is obtained. Drivers on the field trip board list who indicate that they are not available due to a scheduled appointment or obligation will provide proof of the appointment or obligation to the Transportation Supervisor, if requested by the Transportation Supervisor.

ARTICLE 11 - UNPAID LEAVES OF ABSENCE

- A. A leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time and without pay. A leave shall be granted, denied or extended in the exclusive discretion of the Employer upon written request for such leave from a Bargaining Unit Member, who shall state the reason for such leave upon the application. In emergency situations, illness/disability leave requests may be made verbally and confirmed in writing later by the Employee. Only a full-time Bargaining Unit Member who has worked continuously for the Employer for one (1) year or more may be granted a leave of absence.
 1. Leaves requested due to illness or disability must be accompanied by a physician's certificate that the Employee is unable to work and the reason therefore. Physician's statements shall be by a medical doctor (M.D.) or a doctor of osteopathy (D.O.). The Employer shall have the right to independent medical verification at the time of leave request and before the Employee is permitted to return to work, with the cost of these examinations to be paid by the Employer. If the Employee is hospitalized at the time of the examination ordered by the Employer, that examination shall be conducted at the same medical facility.

In the event of a disagreement between the Employee's physician and the physician selected by the Employer regarding the Employee's condition, the

Employer and the Association shall agree upon a third physician to examine the Employee. The cost of this examination shall be paid by the Employer.

2. All leave requests shall state the exact date on which the leave is requested to commence and the exact date on which the Employee is to return to work. The Employer shall specify the beginning and ending dates of leave. Leave requests shall be made at least fifteen (15) calendar days in advance of the requested leave date. In cases of medical leave, the request shall state the anticipated ending date of leave if an exact date for return cannot be specified. The Employee shall be responsible for keeping the Employer informed of his/her progress and anticipated date of return, supplying medical verification when requested.
 3. In no event shall the duration of leave exceed three (3) calendar months. However, in cases of medical leave, the maximum duration shall be two (2) years.
 4. Failure to return to work on the exact date scheduled shall be cause for termination in sole discretion of the Employer. Employees returning from leave of absence must submit written notification of return to work to the Employer at least five (5) calendar days prior to the conclusion of leave.
 5. No Employee shall return to work prior to the expiration of such Employee's leave unless otherwise agreed to by the Employer.
 6. Time absent on unpaid leave shall not be regarded as time worked for any purpose under this Agreement. However, seniority shall continue to accrue during unpaid leaves of absence taken under this Article.
- B. Upon return of an Employee from a leave of absence, such Employee shall be re-employed in the same classification from which the Employee took leave and at the prevailing rate of pay for that job, if available.
- C. To the extent required by the federal Family and Medical Leave Act (P.L. 103-3), an eligible Bargaining Unit Member shall be granted leave and the other rights specified by that law. When leave is taken by an eligible Bargaining Unit Member under the Family and Medical Leave Act, the Employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including Employer and eligible Bargaining Unit Member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

ARTICLE 12 - PAID LEAVE

- A. Sick leave shall be earned and utilized as follows:
1. Bargaining Unit Members will accumulate at the rate of one (1) sick day per month worked, to a maximum of ten (10) days per fiscal year (July 1-June 30). A Bargaining Unit Member must be at work on at least half of the scheduled

workdays during a month in order to receive sick leave credit or accumulation for that month.

2. Pay for sick leave shall commence with the date the Employee is unable to report for work and shall continue for the duration of the illness/disability or until the Employee has used his/her accumulated sick days, whichever occurs first.
3. If it is necessary for an Employee to be absent from duty due to illness or injury compensable under the Michigan Workers' Compensation Act, the Employee shall receive the difference between his/her net salary and the amount received as workers' compensation benefits. The salary differential shall be figured on a percentage basis and the same percentage shall be deducted from the Employee's accumulated sick leave. (For example: If Workers' Compensation pays sixty percent (60%) of the net pay amount, sick leave will pay only forty percent (40%), and the Employee's sick leave accumulation shall be charged four-tenths (.4) of a day for each day used.)
Provided that the District shall not be required to allow proportional use of sick days where an Employee is receiving workers' compensation benefits, in the event that the District's workers' compensation carrier determines that such sick leave payments are required to be coordinated under Section 354 of the Workers' Compensation Act, MCLA 418.354. In that event the Employee shall receive only the Workers' Compensation benefits for which he/she is eligible.
4. Unused sick leave may be accumulated from year to year up to a maximum of one hundred (100) days. Bargaining Unit Members shall initially be credited with sick leave accumulated with the Employer prior to the ratification of the 1992-1993 Agreement.
5. Probationary Employees shall be ineligible for sick leave.
6. A sick leave day shall be credited as a unit of time equal to the number of hours that an Employee normally works. "Normally works" shall include time worked on a driver's regular and extra runs, providing the driver would have or has been scheduled to do those runs, and has been providing such service to the district in a consecutive manner for at least thirty (30) calendar days. Consecutive shall include periods of one (1) school year to the next and may have occasional breaks such as days when all runs are not being made. For example, if an Employee normally works a four- (4) hour day in regular runs and one and one-half (1½) hours on a preschool run, he/she will receive one (1) sick leave day per month worked at the rate of five and one-half (5½) hours of pay.
7. In order to be eligible for payment of sick leave, a Bargaining Unit Member must notify the Transportation Supervisor not later than two (2) hours preceding the commencement of his/her normal run or workday. Within twenty-four (24) hours of return to work, the Bargaining Unit Member shall complete and sign the form provided by the Employer for recording the use of sick leave.

Should the Bargaining Unit Member know that the absence will continue beyond two (2) or more consecutive days, the Bargaining Unit Member shall notify the Transportation Supervisor to this effect before the end of the first such day and each succeeding day of absence thereafter. In cases of prolonged illness, the Bargaining Unit Member may be excused by the Transportation Supervisor from making such daily reports, provided that the Bargaining Unit Member has submitted in advance to the Transportation Supervisor a physician's statement detailing the reasons for absence and the anticipated date of return to duty.

8. The Employer may require that any Employee applying for use of sick leave for any particular day(s) or absence procure a doctor's certification of illness or disability for the day(s) absent. A doctor is defined as a medical doctor (M.D.) or a doctor of osteopathy (D.O.). Such certification shall be mandatory for all absences of more than three (3) consecutive workdays. Unauthorized failure to obtain such certification shall constitute a sufficient basis for denial of use of sick leave and for disciplinary action.
 9. The Employer may at any time require any Employee to submit to a physical and/or psychological examination by a qualified person(s) or by an appropriate practitioner selected by the Employer (at the Employer's expense) for purpose of verifying an Employee's eligibility for leave under any provision of this Agreement or for such other reasons as the Employer may deem necessary.
 10. Drivers may utilize up to six (6) days of sick leave per school year to attend to a member of his/her family who has a serious health condition. "Immediate family" for purposes of this section shall be defined as spouse, parent or child. Additional days for the above purposes, chargeable to a driver's sick leave, may be approved in the discretion of the Superintendent.
 11. When a situation arises whereby an Employee has exhausted his/her accumulated sick leave and is still facing a substantial loss of income due to catastrophic circumstances, the Superintendent and Association shall meet to investigate the feasibility of donating sick days to said individual from other Bargaining Unit Members. The Employee will be required to take three (3) unpaid days per school year before he/she will be eligible to receive donated sick days. The unpaid days shall not affect the fringe benefit level of participation by the Board. At no time shall the donated number of days exceed forty-five (45). Any donated days which are unused shall be returned to the party or person making the donation. Where more than one Bargaining Unit Member makes a donation, the Association shall advise the District, in writing, regarding the identity of the employee(s) to whom any unused days shall be returned.
- B. A leave of absence with pay not chargeable against the Bargaining Unit Member's paid sick leave shall be granted for up to three (3) days for death in the immediate family, (spouse, parents, children, siblings, in-laws, grandparents, grandchildren and dependents living in the immediate household of the bargaining unit member). Additional days for this purpose may be requested of the Superintendent and, if approved, shall be deducted from the employee's accumulated sick leave.

- C. Each year two (2) days shall be granted for the purpose of conducting personal business which cannot normally be carried on before or after work hours or on weekends. Probationary Employees shall be ineligible for use of personal business leave, except in extenuating circumstances as approved by the Transportation Supervisor. Notification of desire to take a personal business leave day shall be filed in writing with the Transportation Supervisor at least three (3) days in advance, except in cases of emergency when shorter notice may be acceptable. The request shall indicate the circumstances necessitating the leave. Personal business leave shall not be used for recreation, engaging in other work, or for vacation. Such days shall not be taken immediately before or after a school holiday, vacation or recess period.

Each employee will also be granted one (1) discretionary paid leave day per year with the following limitations:

1. The employee must provide three (3) days notice to the Superintendent. This may be waived by the Superintendent for extenuating circumstances.
 2. If more than two (2) individuals request leave days on the same day, the Superintendent may deny additional requests if such requests present a hardship in maintaining the work flow (such as availability of substitutes).
- D. An Employee shall be entitled to leave with pay for jury service if he/she is unable to be excused or to have such service rescheduled. The Employee shall be entitled to receive as leave pay for the days of authorized absence an amount equal to the Employee's daily pay less the amount received as compensation as a juror. It is the responsibility of the Employee to secure a notarized statement from the Court Clerk verifying the amount of such compensation or fees received.
 - E. Time absent on paid leave shall not be regarded as time worked for any purpose under this Agreement. However, seniority shall continue to accrue during paid leave taken under this Article.
 - F. Employees whose absences (except for paid vacations, paid holidays, compensatory time, and approved business leave) during each half year do not exceed the level specified below will receive a separate payment according to the following schedule:

| | |
|--------------------|----------|
| 0 days absent----- | \$125.00 |
| 1 day absent----- | \$100.00 |
| 2 days absent----- | \$75.00 |

The first half of the year ends at the end of the day on January 15th. The first day of the second half of the year begins on January 16th.

Note: If an employee uses a portion of a day, he/she will not be eligible for the stipend for zero (0) days absent. Furthermore, partial absences will be combined in a manner that if the total time missed is less than the equivalent of one (1) day absent, the employee will be entitled to receive the stipend for one (1) day absent and, likewise, for two (2) days absent.

- G. Employees may take days off without pay which are not covered in this Agreement at the discretion of the Superintendent. Employees cannot take more than five (5) days off without pay in a three (3) year period. This will be done on a case-by-case basis.

ARTICLE 13 - OVERTIME

- A. Bargaining Unit Members shall be compensated at the rate of one and one-half (1-1/2) times their regular rate for all hours worked in excess of forty (40) hours in the same workweek. Paid absences or other paid or unpaid leaves under this Agreement shall not be considered as time worked for the purpose of overtime computation or eligibility.
- B. The Employer shall have the right to limit the combination of regular and/or extra runs for an individual driver so as not to exceed eight (8) hours in one day or forty (40) hours in one week. The Employer shall have discretion to make exceptions to this standard where necessary to meet the operating requirements of the District.
- C. Bargaining Unit Members shall also be compensated at the rate of one and one-half (1-1/2) times their contractual rate for all work performed on holidays recognized under Article 14 of this Agreement and for all hours in excess of eight (8) hours spent in driving an extra run in a single work day. It is understood in the latter situation that the Employer shall not be required to pay overtime for regular driving time and/or for up to eight (8) hours of extra run time unless those hours are in excess of forty (40) in one work week or are worked on a holiday.

ARTICLE 14 - HOLIDAYS

- A. The following shall be considered as holidays for the purposes of this Agreement:
1. New Years Day
 2. Memorial Day
 3. Good Friday
 4. Labor Day
 5. Thanksgiving Day
 6. Day after Thanksgiving Day
 7. Christmas Eve Day
 8. Christmas Day
 9. New Years Eve Day
- B. To be eligible for holiday pay, an Employee must:
1. Have classification seniority under Article 8 of this Agreement on the date the holiday occurs.
 2. Have worked in full the Employer's regularly scheduled workday immediately prior to and the Employer's regularly scheduled workday immediately subsequent to the holiday.

These work requirements shall be waived by the Superintendent only in the following circumstances, a death in the employee's immediate family, (as defined by Article 12 B.), an illness or injury resulting in incapacitation of the employee, as determined by a physician, or hospitalization of the employee. The employer may require a physician's statement.

3. Be otherwise scheduled to work on such day if it had not been observed as a holiday.
- C. No holiday for which an Employee is paid and during which the Employee did not work shall be considered or treated for any purpose under this Agreement as time actually worked by such Employee.
- D. Holidays occurring during leaves of absence of any sort or layoffs, bereavement leave, sick leave, personal leave or inclement weather days are not compensable.
- E. Employees covered by this Agreement who do not work on the holidays designated above and who satisfy the eligibility requirements set forth above, shall be compensated for such holiday based on the average daily hours worked for the last scheduled full week worked immediately preceding the holiday, excluding assignment to any field trips. If the driver has received a waiver of eligibility under paragraph B (2) above, his/her holiday pay shall be based on the number of regular hours worked on his/her last workday immediately preceding the holiday, excluding assignment to any field trips.
- F. The first five holidays occurring after the commencement of the school year for Bus Drivers shall be paid on the payroll during Christmas break. The remaining holidays shall be paid as they are earned. This section shall only apply to Employees in the Bus Driver classification.

ARTICLE 15 - INSURANCE

- A. Hospitalization Insurance: During the annual open enrollment period Bargaining Unit Members employed prior to January 1, 2009, who drive a minimum of two (2) regular bus runs per day, five (5) days per week on a regular basis and Bargaining unit members employed on or after January 1, 2009 and drive an average of three and one half (3 ½) hours per day shall make a written election to participate in either Health Plan A or Health Plan B, as specified below and in conformance with the Evart Public Schools Cafeteria Plan. For purposes of this Article, a Career Center run (of four (4) or more hours daily) shall be considered the equivalent of two (2) regular bus runs per day.
 1. Plan A - Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, plan administrator, and/or carrier, the Employer shall make premium payments in the percentage amounts specified below, (employees employed on or after January 1, 2009, shall pay \$30.00 per month,) for single subscriber coverage for all eligible Bargaining Unit Members (as defined above in paragraph A). The Employer's premium contribution toward Blue Cross Blue Shield single subscriber health and hospitalization insurance and MESSA insurance coverage shall be as follows:

- a. Upon completion of the Employee's probationary period:

100% of single subscriber premium for MESSA Choices II with the following riders:

\$10/20 Prescription Card

(The Employer shall reimburse each Employee for prescription co-pay amounts in excess of \$5.00 per prescription. Each individual Employee shall present the necessary documentation to the business office prior to May 31st. Reimbursement shall be made with the final paycheck of the school year.)

Long Term Disability (MESSA)

60%

\$2,500 Maximum Monthly Benefit

60 Calendar Days - Modified Fill

Maternity Coverage

Pre-existing Condition Waiver

Freeze on Offsets

Alcohol/Drug - 2-year limitations

Mental/Nervous - 2-year limitations

Negotiated Life

\$25, 000 with AD & D (MESSA)

- b. The Employer shall pay the percentage of premium, subject to adjustments listed in paragraph E of this Article, for the following coverage based on hours worked as listed in Plan B (paragraph A 2).

Vision VSP 2 Silver Family Rate (MESSA)

Dental Class I, II, III 80/80/80(\$1,000)
Family Rate (MESSA) Class IV 80 (\$1,300)

2. Plan B - Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, plan administrator and/or carrier, the Employer shall make premium payments in the percentage amounts specified below, for coverage for all eligible (as defined in paragraph A of this Article) Bargaining Unit Members and their eligible dependents. Upon completion of the Employee's probationary period, the Employer's premium contribution toward Plan B as mentioned below with the health care premium to include coverage costs for the Bargaining Unit Member and his/her family shall be as follows:

MESSA Choices II

\$10/20 Prescription Card

(The Employer shall reimburse each Employee for prescription co-pay amounts in excess of \$5.00 per prescription. Each individual

Employee shall present the necessary documentation to the business office prior to May 31st. Reimbursement shall be made with the final paycheck of the school year.)

Long Term Disability (MESSA)

60%
\$2,500 Maximum Monthly Benefit
60 Calendar Days - Modified Fill
Maternity Coverage
Pre-existing Condition Waiver
Freeze on Offsets
Alcohol/Drug - 2-year limitations
Mental/Nervous - 2-year limitations

Negotiated Life

\$25, 000 with AD & D (MESSA)

Vision VSP 2 Silver (MESSA)

Dental Class I, II, III 80/80/80 \$1,000 (MESSA)
Class IV 80 (\$1,300)

The Employer shall pay the percentage of premium, subject to adjustments listed in paragraph E of this Article, for the above coverage based on hours worked as listed below:

1,800 or more hours yearly-100% of applicable premium
1,400 to 1,799 hours yearly-83% of applicable premium
1,050 to 1,399 hours yearly-68% % of applicable premium
800 to 1,049 hours yearly-53% of applicable premium
0 to 799 hours yearly-50% of applicable premium

For Bargaining Unit members hired on or after January 1, 2009, the employee shall pay \$30.00 per month in addition to the applicable premium percentage defined above.

3. "Yearly hours" shall be determined on the basis of the school fiscal year commencing on July 1 and concluding on June 30. "Hours" shall be defined as those regularly scheduled hours which the Employee works or for which the Employee receives compensation under the terms of this Agreement. Overtime hours shall be excluded. The reduction in "yearly hours" from the previous agreement is based upon the average extra trip hours worked per year per driver. The Board will hold harmless the impact of a reduction in annual hours caused by reducing the number of student instruction days from one hundred eighty (180) for purposes of implementing this Article.
4. Starting with the commencement of an employee's fifth (5th) year, in addition to the aforementioned percentages, the Employer shall pay an additional contribution according to the following schedule:

| | |
|--|----|
| 5 th through 10 th year | 3% |
| 11 th through 15 th year | 5% |
| 16 th year until | 7% |

5. Any premium amounts required to maintain coverage in excess of the Employer premium contributions specified above shall be the responsibility of the Bargaining Unit Member and shall be payroll deducted from the wages of that individual.
- B. Employees who are eligible for Employer paid health insurance premium contributions (as described in paragraph A of this article) but who do not enroll for health coverage will receive the following:
1. An optical insurance program (MESSA VSP2 Silver) with the premium paid by the employer for the employee and his/her eligible dependents.
 2. A dental insurance program Class I,II,III (80/80/80)(Class IV 80 (\$1,300)) (MESSA Delta Dental) with the full family subscriber premium paid by the employer.
 3. The election of optical and dental insurance shall be made in accordance with the conditions specified in the Evert Public Schools Cafeteria Plan. To be eligible to participate in these programs, the employee shall give written notification to the employer that he/she is declining eligibility for health insurance premium contributions made on his/her behalf by the employer.
 4. Two hundred dollars (\$200.00) per month worked. A month worked is defined as a month in which a Bargaining Unit Member drives sixteen (16) regular runs.

In the event that an eligible Bargaining Unit Member waives available coverage(s) under the Cafeteria Plan and thereby elects, in writing, to receive the additional compensation, specified above, pursuant to the terms of the Plan, any direction of that compensation to a tax-deferred annuity under Section 403(b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by the Employee through salary reduction.

- C. The Employer will make full premium payments on behalf of all regular bus drivers (excluding probationary Employees) for the same long term disability coverage as well as a \$25,000 term life insurance group coverage as specified in Plan A and Plan B. The Board will make full premium payments for all eligible Bargaining Unit Members who elect to receive vision insurance as specified in Plan A or Plan B. The Board will make the full dental insurance premium payment for three (3) of the twelve (12) months for all eligible Bargaining unit Members who elect to receive dental insurance as specified in Plan A or Plan B.
- D. The Employer reserves the right to change the identity of the insurance carrier, plan administrator, policyholder, underwriter, or third-party administrator for any and all of the above coverage. The Employer agrees that for the life of this Agreement that it will not reduce the level of benefit coverage in any insurance benefit that it may be designated by the insurance carrier as the policyholder. The Employer shall not be required to remit premiums for any insurance coverage on behalf of a Bargaining Unit Member if

enrollment or coverage is denied by the insurance underwriter, carrier, plan administrator, policyholder or third-party administrator.

- E. The terms of any insurance contract or policy issued by an insurance underwriter carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Bargaining Unit Member is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs and in the Evert Public Schools Cafeteria Plan. The Employer, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Employer's failure to remit contractual premium amounts required of it. Any disputes relative to the administration and/or operation of the Evert Public Schools Cafeteria Plan shall be resolved in conformance with the Claims Procedure and Appeal of Denied Claims sections of that Plan.
- F. Bargaining Unit Members who are enrolled in any hospitalization or medical insurance coverage from any outside source shall not be concurrently eligible for health premium contributions by the Employer as set forth in this Article, but shall rather enroll through the Evert Public Schools Cafeteria Plan in the optional insurance program(s) specified in this Article.
- G. When employment is interrupted by layoff, discharge, quit, retirement, leave of absence (other than leaves taken by an eligible Employee under the Family and Medical Leave Act) or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs.

If the Employee is receiving workers' compensation benefits, the Employer shall continue premium payments under this Article for up to six (6) months after the first date of the Employee's absence.

When leave is taken by an eligible Employee under the Family and Medical Leave Act, the Employer will continue premium payments for health coverage (medical, dental, optical-as applicable) for up to twelve (12) weeks. Employees are responsible for payment of their portion of premium for the above coverage(s) during the leave interval. Payment shall be made on or before the date when such premium amounts would be deducted from the wages (or would otherwise be payable) by Employees not on leave status. If an Employee on leave is in arrears by thirty (30) days or more with regard to his/her share of premium payments, the Employer shall have the right to either cancel coverage or to make full premium payments on behalf of the Employee for the balance of the twelve (12) week leave interval.

If the Employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the Employee or other circumstances beyond the Employee's control) the Employer shall have the right to recover all premium payments made by the Employer during the unpaid leave interval. The Employer shall also have the right to recover any premium amounts which would

otherwise be the Employee's responsibility and which were paid by the Employer, on behalf of the Employee, during the unpaid leave interval.

Any of the foregoing premium amounts may permissibly be deducted from any wage or other payments due the Employee, with any remaining deficiency to be remitted by the Employee to the Employer within five (5) days of demand.

- H. Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage. The Employer shall be permitted to cancel benefits or policies under this Agreement which duplicate, in whole or in part, compulsory governmental sponsored insurance programs to which the Employer is required to contribute.
- I. Bargaining Unit Members who hold employment with the District in another assignment not covered by this Agreement shall not be eligible for insurance coverage under this Article where the same type of coverage is provided in connection with the other position. As an illustration, a bus driver under this Agreement would not be entitled to disability coverage in this Article if he/she was enrolled in a disability plan due to other concurrent employment with the District. If the other employment did not provide disability coverage, the bus driver would be eligible for that coverage under this Article.
- J. Bargaining Unit Members who have a spouse who is also a District Employee may combine their allowable contribution amounts toward one Plan A coverage plan plus LTD for each Employee, family dental insurance, family vision coverage and life insurance for each Employee in the amount specified in their respective Agreements. The health, dental and vision insurance shall be in one Employee's name.
- K. Bargaining Unit Members who are employed by the District to do work that falls under another bargaining unit's representation shall be entitled to an adjusted insurance contribution amount that appropriately reflects the amount earned in each bargaining unit.

(For example: An Employee that is eligible for Plan C in the EESPA contract would be eligible to have the premium amount applied to their insurance package cost.)

ARTICLE 16 - HEALTH AND SAFETY

- A. The Employer and Employee(s) will cooperate in the continuing objective to eliminate accidents and health hazards.
- B. An Employee involved in an accident shall to the extent that he/she is able:
 - 1. Continue to protect the lives of pupils and other passengers, if any, on the vehicle.
 - 2. Secure the vehicle itself and any property in the vehicle.

3. Cooperate fully with law enforcement officials, medical personnel and others, as appropriate, in providing assistance and information as they may require.
 4. Immediately report to the Transportation Supervisor the fact of the accident and such information, as he/she shall require, including the names and addresses of witnesses.
- C. Employees shall immediately report, in writing, on a form furnished by the Employer all defects of equipment which could affect the safe operation of the vehicle. If the defects of the vehicle would cause it to be shut down for repairs, the Employer shall have the right to assign another vehicle to the Employee.
- D. If an Employee is hurt on the job and is sent home by the Employer or the Employer's designated physician, the Employee will be paid for the remainder of his/her shift.
- E. The Employer shall have the right to implement any controlled substances and/or alcohol testing required or authorized by pertinent state or federal legislation, including the Omnibus Transportation Employee Testing Act of 1991 and regulations hereunder issued by the United States Department of Transportation.

In accordance with the Employer's policy, bus drivers who test positive for alcohol or controlled substances shall be immediately suspended and shall be subject to discharge. Drivers who refuse to submit to testing will be immediately discharged.

Application of the Employer's alcohol and controlled substance policies to any seniority driver is subject to the grievance and arbitration procedure set forth in this Agreement. Further, where a driver is participating in a rehabilitation program and has not violated the Employer's rules prohibiting alcohol or drug use or possession in connection with work, a leave of absence will be allowed for purposes of recovery. Prior to restoration to work the driver must produce medical certification to return to work as well as pass a drug and/or alcohol test.

ARTICLE 17 - WORKING CONDITIONS

- A. The wage scale of all Employees covered by this Agreement is set forth in Schedule A, which is attached to and incorporated in this Agreement. The Employer will place Employees on the wage scale in accordance with the individual seniority of each Employee.
- B. Bargaining Unit Members shall receive their regular rate of pay for days of student instruction which are cancelled because of inclement weather, fires, epidemics,

mechanical breakdowns or health conditions provided that such days need not be rescheduled in order for the District to receive full state aid and to fully comply with the requirements of law and the Michigan Department of Education.

On scheduled days/hours of student instruction which are not held because of inclement weather, fires, epidemics, mechanical breakdowns or health conditions (as defined by

city, county, or state health authorities) and which must be rescheduled to insure that there are a minimum number of days/hours prescribed by Michigan law and for the District to receive full state aid, Employees shall be excused from reporting and will not be paid for such days/hours. Bargaining Unit Members who are required to work on rescheduled days/hours of student instruction, which are established by the District, will be paid at their regular hourly rate for those services.

- C. Supervisory Employees and non-bargaining unit Employees may properly be utilized to perform bargaining unit work, consistent with the past utilization of such personnel. Without limitation of the above, supervisors shall likewise be permitted to perform bargaining unit work to instruct or train Employees, to fill personnel shortages, or to make assessments of route times or efficiencies of a particular run.
- D. In the event that the Employer requires attendance at meetings (such as bid meetings, RTC meetings or in-services) the Employees participating will be paid at the out-of-town rate for the actual time of attendance. This hourly rate shall also be paid for attendance required by the Employer at school bus safety education courses and for purposes of completing the on-road driver skill test, exclusive of any travel time. The same hourly rate shall be paid when an Employee is required by a supervisor or administrator to attend parental meetings or other conferences relative to student discipline.
- E. Paychecks will continue to be distributed in the manner they have been in the past. Drivers shall be compensated over twenty (20) pays. Bargaining Unit Members shall be compensated for warm up/inspections in the following manner:
 - a. One (1) warm up/inspection each day - fifteen (15) minutes. Drivers shall be allowed an additional five (5) minutes for warm up/inspection in the afternoon when the busses are housed in the garage (due to winter weather). (Note: This could occur in the afternoon before the P.M. run.)
 - b. Additional warm up/inspections on the same day - ten (10) minutes. (Note: This could occur before the A.M. run and other runs as noted below in paragraph c.)
 - c. Warm-up/inspections shall only be compensated when a vehicle has not been in use for over two (2) hours, providing the driver is driving his/her assigned bus. However, if a driver is taking a bus that is not his/her assigned bus, he/she will allowed ten (10) minutes to perform an inspection, regardless of how long it was not in use.
 - d. The PPI "van" run shall be allowed one (1) twenty (20) minute warm-up/inspection.
- F. In the event that bus runs are cancelled or delayed due to fog, ice, snow, other inclement weather conditions or emergency, the administration shall telephone a person in the Bus Driver classification (designated by the Association) by 5:30 a.m. to advise him/her of the delay or cancellation. That designated person shall then initiate a telephone fan-out system which will notify all Bargaining Unit Members within the Bus Driver

classification of the delay or cancellation and further advise them of the rescheduled reporting time.

If notice is not given to the designated Association Representative as specified above, Bargaining Unit Members in the Bus Driver classification who report to work shall be paid for 30 minutes pay at their regular rate. If the Superintendent directs that Bus Drivers remain longer than thirty (30) minutes, they shall be paid for time worked and may be assigned duties during that interval.

If Bus Drivers report to work when runs are delayed due to the above conditions and school is then cancelled, bus drivers shall be compensated for their regular A.M. run up to two (2) hours. Bus Drivers shall not be paid reporting pay (as outlined in the preceding paragraph) in the circumstance where school is closed after a delay.

- G. The Board shall either pay or reimburse each driver for the required cost of CDL testing and CDL license. It is expressly understood that the Board will not pay for CDL testing if the driver does not pass the test.
- H. Drivers, on an annual basis, will be compensated for up to two (2) hours for making student rosters, directions, and maps.

ARTICLE 18 - STRIKES AND LOCKOUTS

- A. The Association agrees that it or the Employees shall not authorize, sanction, condone, engage in or acquiesce in any strike. "Strike" shall be defined to include slow downs, stoppages, sit-ins, boycotts, work stoppages of any kind, the concerted failure to report for duty, the willful absence from one's position or assignment, or abstinence in whole or in part from the full, faithful and proper performance of one's assigned duties, or the improper influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any facilities of the Employer.
- B. In the event of a strike or any other work curtailment, by the Association or the Employees covered hereunder during the term of this Agreement, the Association by its officers, agents and stewards shall immediately declare such work stoppage, or other curtailment to be illegal and unauthorized in writing to the Employees and order said Employees in writing to stop said conduct and resume full services. Copies of such written notices shall be served upon the Employer.
- C. Violation of this Article by any Employee or group of Employees may constitute adequate cause for imposition of discipline or other penalties deemed appropriate by the District.
- D. The Employer agrees that during the life of this Agreement there shall be no lockouts of Employees.

ARTICLE 19 - GENERAL CONDITIONS

- A. All drivers must successfully pass required physical examinations. Physical examinations shall be given by a school-designated physician, and the cost of the examination shall be paid by the Employer provided that the employee's insurance will not cover the cost or any portion of the cost.
- B. Drivers must satisfy all physical, certification, licensing and training requirements adopted by the State of Michigan and the United States. Seniority drivers failing to satisfy these standards will be terminated, subject to the Grievance Procedure.
- C. Exclusion from coverage on the Employer's fleet insurance policy shall be grounds for immediate dismissal, subject to the Grievance Procedure.
- D. There are no understandings or Agreements or past practices which are binding on either the Employer or the Association other than the written Agreements enumerated or referred to in this Agreement. No further Agreements shall be binding on either the Employer or the Association until it has been put in writing and signed by both the Employer and the Association as either an amendment to this Agreement or a Letter of Understanding executed by both parties.
- E. It is the intent of the parties that provisions of this Agreement will supersede all prior Agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights and claims which may be asserted hereunder.
- F. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and qualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
- G. The Employer, at its expense, will provide to each of its Employees a copy of this Agreement within four (4) weeks after this Agreement has been ratified and signed by both parties.
- H. By October 1 of each year, the Employer will provide to each Employee a list containing the amount of accumulated sick days (if any) to which he/she is entitled. A copy of such list will be forwarded to the Association upon request. If no objections are received within thirty (30) days as to the accuracy of this information, the information submitted by the Employer shall be regarded as conclusive.

- I. Regular drivers shall have first sub-status when not running their regular runs because their regular run has been cancelled on that day.
- J. Employees who occupy positions in two (2) or more departments or classifications may not accept employment assignments that interfere with these employment assignment duties unless given permission to do so by their respective immediate supervisor.
- K. Transportation Handbook changes shall be my mutual agreement.

ARTICLE 20 - DISCIPLINE OF EMPLOYEES

- A. Upon satisfactory completion of the designated probationary period, a seniority Employee will not be disciplined or discharged without just cause.
- B. A Bargaining Unit Member shall be entitled to have present a local Association representative and/or a MEA staff representative, for any Employer conference pertaining to the investigation and/or imposition of discipline. Prior to holding a conference for these purposes, the Employer agrees to inform the Bargaining Unit Member if it then anticipates that the conference could lead to discipline of the Bargaining Unit Member
- C. Prior to taking disciplinary action the Employer shall promptly conduct an investigation to determine the relevant facts and conduct an investigatory interview with the Bargaining Unit Member. At this conference, the Employer will present the Bargaining Unit Member with the charges against him/her and provide the Bargaining Unit Member an opportunity to respond. The Bargaining Unit Member shall promptly provide the administration with the full particulars of the alleged incident(s) for which discipline is being contemplated.
- D. The Employer will use a progressive/corrective discipline approach in assessing disciplinary measures. The disciplinary measures imposed shall be appropriate to the misconduct or deficiency in performance. More advanced levels of discipline may properly be imposed for initial instances of serious misconduct. Discharge shall be appropriate for repeated misconduct or deficiency in performance where progressive disciplinary measures have previously been assessed or for serious misconduct or deficiency in performance which justifies discharge in the first instance. Progressive disciplinary levels are as follows: (1) Verbal discussion with Employee; (2) written warning; (3) written reprimand; (4) suspension without pay; (5) dismissal.

The District shall have the right to place an Employee on paid suspension for such time as is necessary to complete a disciplinary investigation.

- E. The Board agrees to provide an area in which a Bargaining Unit Member who is suspended or discharged may meet with an Association representative before the Bargaining Unit Member is requested to leave the premises.
- F. By mutual written Agreement, the parties may stipulate, in cases of discharge, to bypass Step One and/or Step Two of the grievance procedures set forth in Article 6 of this Agreement.

- G. Each Employee shall have the right, by appointment, to review the contents of his/her personnel file. A representative of the Association may, at the request of the Employee, accompany the Employee at this review. Privileged information, such as confidential credentials and related personnel references from sources outside Evart Public Schools, is specifically exempt from review. Written complaints regarding an Employee shall include the name of the complainants and any administrative action taken, and shall be reviewed with the Employee before placement in the personnel file.

In the event that the District receives a Freedom of Information Act (FOIA) request for information in a Bargaining Unit Member's personnel file, the District shall promptly notify the affected Bargaining Unit Member. Notice to the Bargaining Unit Member's address or phone number, on file with the District, shall be sufficient for this purpose. The District shall allow the affected Bargaining Unit Member an opportunity to review any material being released prior to it being released, provided that the Bargaining Unit Member makes himself/herself available within the period in which the District is required to respond to the FOIA request.

ARTICLE 21- DURATION

This Agreement shall be effective upon ratification and shall remain in full force and effect through August 15, 2011. The wage rates specified in Appendix A shall be retroactive to the beginning of the 2008-2009 school year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the duly authorized representatives this _____ day of _____, 2009.

EVART PUBLIC SCHOOLS
BOARD OF EDUCATION

EVART TRANSPORTATION
PROFESSIONALS/MEA/NEA

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

APPENDIX A

SALARY SCHEDULE

BUS DRIVERS

| | <u>2008-2009</u> | <u>2009-2010</u> | <u>2010-2011</u> |
|----------------|-------------------------|-------------------------|-------------------------|
| 0-60 days | 13.97 | 14.15 | 14.33 |
| 60 days-1 year | 14.66 | 14.84 | 15.02 |
| 1 year-2 years | 15.32 | 15.50 | 15.68 |
| Over 2 years | 15.99 | 16.17 | 16.35 |
| Out-of-town | 12.18 | 12.36 | 12.54 |

2008-09 through 2010-2011 longevity shall be paid at the rate of fifty-six cents (\$.56) per hour for Employees with ten (10) or more years of service, and sixty-four cents (\$.64) per hour for Employees with twenty (20) or more years of service.

Meal Reimbursement for Field Trips:

Four (4) hours or more: Eight dollars (\$8.00)
 Eight (8) hours or more: Fifteen dollars and fifty cents (\$15.50)

Bus/Vans fueling and bus/vans washing by drivers, in connection with their runs, will be paid at the regular rate on the basis of actual time worked.

APPENDIX B

TERMINAL LEAVE

Upon retirement from the District and application for benefits with the Michigan Public School Employees Retirement System, Bargaining Unit Members shall be eligible for the following terminal payment:

- A. Five (5) or more school years of continuous service: Twenty dollars (\$20.00) per unused sick leave day to a maximum of sixty (60) days.
- B. Thirteen (13) or more school years of continuous service: Thirty-three dollars (\$33.00) per unused sick leave day to a maximum of seventy (70) days.
- C. Fifteen (15) or more school years of continuous services: Forty-five dollars (\$45.00) per unused sick leave day to a maximum of eighty (80) days.

Employees who qualify shall only be eligible for terminal leave payment at one of the above levels. "Continuous" service shall be regarded as seniority as defined under Article 8A of this Agreement.

APPENDIX C
EVART TRANSPORTATION PROFESSIONALS
GRIEVANCE FORM

| | |
|--------------------------------|--------------------------|
| <u>NAME OF GRIEVANT</u> | <u>DATE FILED</u> |
|--------------------------------|--------------------------|

Step One

Date of Step One meeting. _____

Grievant: _____ **Supervisor:** _____

Step Two

A. Date Grievance occurred: _____

B. Statement of Grievance: _____

C. Article (s) of the contract that were violated: _____

D. Relief Sought: _____

Grievant: _____ **President or Representative:** _____
Date: _____ **Date:** _____

E. Disposition by Director of Transportation _____

Director of Transportation _____ **Date** _____

Step Three

A. Date received by Superintendent: _____

B. Disposition of Superintendent: _____

Signature: _____ **Date:** _____

C. Position of Grievant and/or Association: _____

President or Representative: _____ **Date:** _____

Grievant: _____ **Date:** _____

Step Four

A. Date received by Board of Education: _____

B. Disposition of Board of Education: _____

Signature: _____ *Date:* _____

C. Position of Grievant and/or Association: _____

Association President: _____ *Date:* _____

Step Five

A. Date submitted to Arbitrator: _____

B. Hearing Date and Name of Arbitrator: _____

C. Arbitrator's Decision (Attach decision to this form): _____

Please note: Only the Association may move grievances to the Board of Education (Step Four).