

# **MASTER AGREEMENT**



**Transportation Association  
and the  
Jenison Public School District**

**September 1, 2015 – August 31, 2018**

**Jenison Transportation Association/Michigan Education Support  
Personnel Association Contract**

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## **PREAMBLE**

This Agreement is entered into, effective September 1, 2015, through August 31, 2018, by and between the Board of Education of the Jenison Public Schools, Jenison, Michigan, hereinafter called the "Board," and the Jenison Transportation Association/Michigan Education Support Personnel Association MEA/NEA, hereinafter called the "Association."

WHEREAS, the Board has a statutory obligation to bargain with the Association with respect to hours, wages, terms and conditions of employment and;

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

## **ARTICLE 1 Recognition**

The Board of Education agrees to recognize the Association as the sole and exclusive bargaining representative for all school district employees assigned to drive district school buses. Excluded are district supervisors, seasonal, student, substitute, probationary, and all other employees. The word "employee(s)" when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the bargaining unit defined above. A substitute is one who replaces an employee who is absent from work for any reason. A seasonal employee is one who is employed on a temporary basis during the months of May through September. A student is one who is enrolled in a regular course of study for high school credit and is employed no more than twenty (20) hours per week during the school year. A probationary employee is one hired to fill a vacancy in the bargaining unit for a trial period of employment not to exceed thirty (30) working days if the employee has subbed for the district, or sixty (60) working days if the employee is new to the district.

## **ARTICLE 2 Association Rights**

1. Each bargaining unit member may join the Association and pay union dues or decline to join the Association and decline to pay dues.
2. The Board agrees not to negotiate with any employee individually, or with any employee group other than the Association for the duration of this Agreement, nor to refer to any other group any problem for any purpose, which is properly the subject of bargaining.
3. The Board agrees to furnish the Association all available public information concerning the financial resources of the district and public information which may be necessary for the Association to process any grievance or complaint.

4. The Association shall have the right to use the facilities and the office, audio-visual, and business equipment in the school buildings at reasonable times when such facilities and equipment are not otherwise in use. The Association shall furnish or pay for the reasonable cost of all materials and supplies incidental to such use and will be responsible for the cost of repairs or any damage or loss directly attributable to inappropriate or improper use, provided further that such repair or loss is not covered by insurance, warranty, and/or service agreements.
5. The Board shall notify the Association within ten (10) days of any new employees including their starting date, rate of pay, and classification.
6. The Association shall be provided a total of twenty-four (24) working hours with pay to be used by its officers or members to conduct Association business. Upon request, up to forty (40) additional hours without compensation shall be granted by the Board. Requests for such leave shall be submitted in writing to the district supervisor at least five (5) working days prior to the proposed absence. No more than one (1) member from any one-employee classification shall be absent for Association leave on any given date except with approval from the Director of Human Resources.
7. An employee who, during his/her scheduled working hours, participates in negotiations for the Association with any representative of the Board or participates as a grievant or necessary witness or Association Representative in the grievance procedure of this Agreement, including arbitration, which meetings are scheduled by mutual agreement of the Board Representative and the Association Representative or the grievant, shall be released from regular duties for the time necessary to participate in those meetings without loss of pay for scheduled work time missed.

### **ARTICLE 3**

#### **Employee Rights**

1. Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every employee of the Board has the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising the governmental power under the cover of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment.
2. Nothing contained herein may be construed to deny or restrict to any employee, rights he/she may have under the laws of the State of Michigan and the United States. The rights granted to employees in this Agreement are in addition to those provided by law.

3. The provisions of this Agreement shall be applied without regard to gender, sexual orientation, marital status, genetic information, race, color, national origin, religion, age, height, weight, handicap, disability, or limited English proficiency. No employees will be subjected to discrimination in the course of their employment with Jenison Public Schools.
4. No employee shall be disciplined without just cause. The Board subscribes to the concept of progressive discipline with normal step progression of verbal warning (documented in writing with approved form), written reprimand, suspension and discharge. The Board may elect to take action at any step of the disciplinary scale depending upon the nature of the offense.
5. An employee shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency of employee performance and when he/she is engaged in an investigatory interview from which it is reasonable to conclude that disciplinary action against him/her may result. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. When a situation demands prompt attention, the Association shall provide a representative within forty-eight (48) hours of the request.
6. At reasonable times an employee shall have the right to review the contents of his/her personnel file, excluding initial references for the Board pertaining to said individual originating prior to initial employment, and to have an Association representative present at such review.
7. Any material relating to an employee which is not exempt from disclosure to the employee according to statutory law shall not be entered into the employee's personnel file without providing a copy to the employee. The employee may be required to acknowledge receipt of a copy by signing his/her name on the material on a space provided for his/her signature, which shall indicate that the signature only acknowledges receipt of a copy of the material. The employee may submit a written statement as provided by law, which shall be dated and attached to the material entered in the file.
8. If an employee is requested to sign material to be placed in his/her file, the signature shall be understood to indicate awareness of the material, but in no instance shall the signature be interpreted to mean agreement with the content.

**ARTICLE 4**  
**Management Rights**

1. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties and responsibilities shall include, by way of illustration and not by way of limitation, the right to:
  - a. The executive management and administrative control of the school system, its facilities, property and employees.
  - b. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, discipline, discharge, or transfer employees; assign work duties; determine the size of the work force; all of which are subject to the provisions of the law.
  - c. Determine the services, supplies, and equipment necessary for operation; to determine methods and means of distributing the above; establishing standards of operation, the means, methods and processes of carrying on the work including automation or subcontracting thereof or changes therein.
  - d. Determine the qualifications of employees.
  - e. Determine the policy affecting the selection, testing, or training of the employees.
  - f. Meet such responsibilities and exercise its powers and rights through its administrative staff.
2. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of rules, regulations, policies, 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 the Agreement and then only to the extent such specific and express terms hereof are in conformance with school code, Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

**ARTICLE 5**  
**Payroll**

1. Upon appropriate written authorization from the employee, the Board will deduct from the wages of employees and make appropriate remittance for credit union, and insurance premiums, the latter only if associated with an employee group plan. The business office must have in writing the employee's authorization for any deductions at least seven (7) days prior to the effective date of such deductions. Deductions may be discontinued by notifying the business office seven (7) days prior to the end of a pay period.
2. The Board will provide payroll deduction for participation in 403b plans. Applications for payroll deduction will be accepted at any time. Participation in any and all programs is subject to IRS guidelines.

3. Direct deposit will be utilized for any payroll disbursements.

## **ARTICLE 6**

### **Seniority**

1. Seniority is defined as the length of continuous employment in the bargaining unit since the employee's most recent starting date.
2. From their most recent starting date, employees shall be considered probationary not to exceed thirty (30) working days if the employee has subbed for the district, or sixty (60) working days if the employee is new to the district. Upon completion of the probationary period, an employee shall be considered a member of the bargaining unit.
3. If two or more employees have the same starting date, seniority will be determined among them by the last four digits of their social security numbers. The higher number shall have the greater seniority.
4. Seniority will be terminated if an employee resigns, is discharged, fails to return to work after a leave of absence, or if a bus driver elects to become a substitute driver.
5. A seniority list will list the names, date of hire, and job title of all members of the bargaining unit. The Board will maintain a current seniority list and will provide the Association with a copy of each list annually in September.

## **ARTICLE 7**

### **Vacancies and Transfers**

1. The Board declares its support for the filling of vacancies—from within the ranks of its employee force. All bargaining unit positions shall be filled on the basis of seniority. However, in filling vacancies in special education and alternative education transportation runs, the Board may also consider employee competency and experience.
2. A vacancy exists when there are more positions than employees in the bargaining unit.
3. All vacancies shall be posted within ten (10) non-weekend days from the date the vacancy exists. An existing vacancy will not be filled, except on a temporary basis, until the position has been posted for five (5) working days. The open position with accompanying qualifications shall be posted in each building in the district. A copy of each posting shall be sent to the president of the Association.
4. In filling a vacancy in a bargaining unit position, the Board agrees to hire outside of its employee ranks only if no qualified internal candidates apply.
5. If an employee of the bargaining unit is selected to fill a vacancy, he/she shall be transferred to the new position within twenty (20) working days unless an emergency situation exists.
6. An employee who is selected to fill an existing vacancy will serve a twenty (20) working day probationary period in that position. If the immediate supervisor determines that the employee is unable to satisfactorily perform the duties of the new position within the probationary period, the employee will be returned to a position within his/her capabilities.



7. A vacancy also exists under the following conditions:
  - a. An employee granted a leave of absence of three (3) months or longer waives his/her right to return to the run he/she left, even if the employee returns prior to the termination date of the leave. Drivers will bid on the vacancy beginning with the most senior driver.
  - b. An existing route (the regular pick-up and drop-off of students only, including the regular transfer of students, etc.) is modified to cause at least a ten percent (10%) decrease in the initial total daily wages of a driver as determined by the timing process. If the decrease occurs in a noon route, only the noon route will be rebid. The driver affected must request that the route be considered vacant. The driver whose route is declared vacant will bid first only on a lower seniority route. If a noon run becomes available to a driver scheduled for a field trip prior to the day of availability, the driver may elect to take the noon run instead of the field trip.
  - c. Temporary runs for homeless students will be assigned to the most senior driver who has time available. If a driver vacates a run that includes a temporary homeless student run, the whole run package will go up for bid. If the driver who was awarded the run through bidding loses the temporary homeless student portion, which causes a reduction of 10% or more, he/she may vacate the remaining run and bid on a run held by a lower senior driver.
8. A driver may retain his/her present run by "passing" when the bidding reaches him/her. However, he/she is also eliminated from further bidding on any run, which might become vacant farther down the seniority list.
9. In the case of a newly established run requiring an additional bus and driver, bidding would be open to all drivers. However, the opportunity to "pass" and its accompanying restriction would apply in this situation also.
10. The bidding process will be accomplished at a single meeting of all drivers who are eligible to bid on a specific vacancy.
11. No vacancy may occur between May 1 and the fall route selection meeting. These positions are filled by substitutes.

## **ARTICLE 8**

### **Conditions of Employment**

1. A regular driver shall be defined as any driver who drives an A.M., noon, and P.M. route. Drivers with an A.M. and P.M. route who did not have an opportunity to bid on a noon route shall be considered regular drivers. Regular drivers shall be eligible for field trip opportunities. All other drivers shall be considered regular part-time drivers and be ineligible for field trip opportunities, i.e., those with A.M. only, noon only, P.M. only, A.M. and noon only, and noon and P.M. only routes. Regular drivers and part-time regular drivers qualify to participate in Articles 9, 10, and 11, as applicable to this contract. When a noon run becomes available due to the absence of a driver, the run will be offered to the most senior driver without such a run. If the driver due to a run cancellation is available and interested in driving such a noon run, it is the driver's responsibility to notify the Transportation Office immediately upon notification of run cancellation.
2. There are two types of regular routes: A.M./P.M. and noon. A regular route is defined as the regular pick-up and drop-off of students as well as the regular transfer of students between buildings for other programs. Additional work is defined as that work which cannot be scheduled contiguously to any run within fifteen (15) minutes. This additional work shall be posted at the route selection meeting. If information about this work is not available and causes a more senior driver to have fewer hours than a less senior driver, the more senior driver shall have the option of adding this additional work.
3. The annual bid meeting will be held the last week in August. Route selection will be made on the basis of driver seniority starting with the most senior driver. A complete list of regular routes, including the estimated time for each route, will be made available in bid packets on the Friday before the bid meeting. Drivers may secure bid packets at the Transportation Office. The bid meeting will be held the following Monday which is a week prior to Labor Day. Runs will be available to drivers the Wednesday prior to Labor Day. If a driver is unable to attend the bid meeting, they may give a written proxy (using approved form) to another driver. There will be no means for dispute of the route chosen on behalf of the driver who issued the proxy.

Once the school year starts, if a driver(s) experiences a discrepancy between the actual run time and the bid timing, he/she will bring it to the attention of the Supervisor of Transportation who will check the actual timing and take corrective action as needed.

If "add-ons" occurring after the bidding process create an increase in a route time of 10% or more, that route will be rebid in accordance with the normal bidding procedures. Drivers with more seniority than the driver holding the increased route will first be surveyed to determine if they are interested in bidding on the increased route. If one or more drivers who have more seniority with routes containing less time than the route that was "added on" are interested in the bidding process, it will be scheduled by the Director of Transportation. If no drivers express an interest in bidding on the increased route, a bid meeting will not occur. This opportunity to bid a route increased by 10% or more will only occur until spring break.

4. Special education runs shall be posted for a bid at the regular bid meeting in August. The Board may exercise the option not to allow a driver to take a special education run. Once a driver has been awarded a special education run, that driver shall remain with the special education run for the duration of the school year.
5. A field trip is defined as any transportation of students other than a regular run and/or the regular transfer of students. Appendix B Field Trips will govern the publishing, distribution, and payroll issues of field trips. Any and all changes to Appendix B Field Trips must be made by mutual agreement.
6. For the purpose of determining route times, the following time schedule shall be used:

1 – 6 minutes	=	0.1 hours
7 – 12 minutes	=	0.2 hours
13 – 18 minutes	=	0.3 hours
19 – 24 minutes	=	0.4 hours
25 – 30 minutes	=	0.5 hours
31 – 36 minutes	=	0.6 hours
37 – 42 minutes	=	0.7 hours
43 – 48 minutes	=	0.8 hours
49 – 54 minutes	=	0.9 hours
55 – 60 minutes	=	1.0 hours

7. Members of the bargaining unit will be assigned to drive district school buses except in situations necessitating the use of substitute drivers, the District Supervisor of Transportation, vehicle mechanics, or transportation administrative assistant.
8. Employees are responsible for performing the mandatory daily safety check, fueling, checking oil, and cleaning the interior of the buses to which they are regularly assigned. Pre-trip inspection times will be paid as 10 minutes for A.M., 10 minutes for noon, and 10 minutes for P.M.
9. The Board shall pay for all CDL licenses and job-related testing and training. The Board will assume the cost of registration and materials for all required trainings or workshops. Employees required to attend any training programs shall be paid for such time at the training rate in Appendix A.
10. Drivers making skill center runs will be paid for actual driving time plus field trip rate for required layover. Tech Center driver who is assigned additional runs at the Tech Center shall be paid at the regular driving rate for those runs. Tech Center runs will be bid by seniority and drivers will share an A.M. and P.M. run with the most senior Tech Center driver selecting the preferred run, either A.M. or P.M.
11. To determine daily wages for regular routes of less than one (1) hour duration, the A.M. and P.M. actual run time will be added to the thirty (30) minute daily allowance. If the total is less than one hundred twenty (120) minutes, the driver will be paid for two (2) hours at his/her regular driving wage.
12. All noon routes of less than one (1) hour shall be paid one (1) hour's wage. Noon routes longer than one (1) hour shall be paid at the driver's regular rate.

13. After all bus routes are distributed the transportation supervisor will assign buses after considering the mileage on the buses, length of assigned routes, probable field trips, and any other relevant factors.
14. Any and all additional work, which arises after the bidding of routes at the route selection meeting, shall be posted separately and distinctly from the regular routes for at least forty-eight (48) hours. Drivers shall be permitted to bid on such work and shall be awarded the work on the basis of seniority unless it is contiguous to another run within fifteen (15) minutes. In that event, the most senior driver within the contiguous time (15 minutes) shall be awarded the work.
15. All drivers shall participate and be compensated ten (10) hours annually at the field trip rate to assist with changing and updating routes throughout the school year. These hours shall be noted on time sheets and processed for payment with the Christmas/New Year holiday pay period.
16. When a driver notifies the district that he/she will be out six (6) weeks or more, the transportation supervisor will put up for bid the extra work with these provisions: the extra work will be separated into two packages - A.M./P.M. and noon; and the driver(s) bidding on extra work packages(s) have the time open in their schedule (no allowance for giving up extra work).

## **ARTICLE 9**

### **Holidays**

1. All employees scheduled to work shall be paid for the following holidays, which fall during their scheduled work year:
  - New Year's Day
  - Memorial Day
  - Labor Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Day
  - Two days during winter break to be determined by the Board
  - July 4 shall be a paid holiday (for summer runs/work only)
2. Should any holiday fall on a Saturday or Sunday, at the discretion of the Board either the preceding Friday or the following Monday will be considered a paid holiday.
3. To qualify for holiday pay, an employee must work the last scheduled day before the holiday and the next scheduled day after the holiday unless the employee is absent under the conditions of illness, disability, bereavement leave or vacation approved by the supervisor. To qualify for holiday pay for Labor Day, the employee must work their next scheduled day after the holiday unless the employee is absent due to the afore noted conditions.
4. An employee on unpaid leave of absence when a holiday occurs shall not be entitled to holiday pay.

5. Employees who had begun the conversion process as of August 31, 2015 will be “grandfathered” and allowed to complete such. No new conversions will be allowed starting on September 1, 2015.

## **ARTICLE 10**

### **Illness, Disability, Bereavement, and Personal Leave**

1. The provisions of this article shall be applicable to all employees except that an employee who works fewer than five (5) days per week will receive twenty percent (20%) of the annual sick leave allowance for each day he/she is scheduled to work.
2. During the first year of employment, illness, disability and bereavement leave shall be earned at the rate of one (1) day per month commencing on the employee's first day of employment and ending on June 30. Leave time may be earned but not granted during the probationary period.
3. Annually on July 1 each employee will be credited with an additional twelve (12) days of leave except an employee regularly scheduled to work fewer than twelve (12) months will be granted an allotment equal to one (1) day for each month worked. Maximum accumulation of leave is one hundred seventy (170) days.
4. An employee may use any portion or all of his/her leave to recover from personal illness or disability. No more than fifteen (15) of these days per year may be used for:
  - a. Illness of his/her legal dependents residing within his/her household, and/or
  - b. For care of his/her mother, father, mother-in-law, father-in-law, step/foster children or grandchildren regardless of residence in the household when seriously ill and/or
  - c. For care of his/her mother, father, mother-in-law, father-in-law, step/foster children or grandchildren regardless of residence in the household when the physical presence of the employee is medically necessary at times which conflict with his/her duties of employment.
  - d. Transporting an ill family member for the purpose of medical treatment (i.e., to Mayo Clinic, University of Michigan, etc.) is permissible under provisions of this article. However, transporting a family member for non-medical reasons (for example, taking ill or elderly parents to winter housing out-of-state) is not a permissible use of family sick leave. However, employees may request use of personal business days or unpaid leave for this type of non-medical transfer.
  - e. If an employee must be out for an extended period (3 consecutive days or more) for family sick leave purposes, he/she should notify his/her building administrator and/or supervisor prior to beginning the leave when able. When not possible, the employee should notify a supervisor as soon as possible.

5.
  - a. An employee shall be granted without loss of pay or reduction of leave time up to three (3) days for death of spouse, mother, father, children, step/foster children or grandchildren.
  - b. As many as seven (7) additional days deductible from leave time may be used for death of spouse, mother, father, children, step/foster children or grandchildren.
  - c. Up to five (5) days deductible from leave time may be used for death of siblings, father-in-law, mother-in-law, grandparents, son-in-law, daughter-in-law, niece, or nephew. Up to two (2) days deductible from leave time may be used for death of brother-in-law, sister-in-law and grandparents-in-law.
  - d. The employee may use from accrued leave no more than one (1) day per death to attend the funeral of any other friend or relative.
6. The Board may request proof of illness in the form of a physician's statement, if an employee is absent because of illness or disability for more than three (3) consecutive days, and in cases of chronic absences. At the Board's expense the employee will submit to an examination to determine if sick leave is warranted.
7. If the Board believes that the employee's physical or mental condition is such that the employee's ability to perform the job is significantly diminished, the Board may require, at district expense, that the employee submit to an examination by an appropriate specialist selected by mutual agreement of the employee and the Superintendent, or his/her designee, from a list of specialists obtained from Spectrum Health Services.
8. The district will continue to pay an employee absent due to illness or injury compensable under the Michigan Workers' Compensation Act his/her regular wages for up to ninety (90) days from the point of disability. The employee will endorse all workers' compensation wage benefit checks for this ninety (90) day period to the district. During this ninety (90) day period, there will be no charge made against the employee's accumulated sick leave. Thereafter, the employee shall use his/her accumulated leave days on a proportional basis to continue to receive the difference between his/her wages at the point of disability and the workers' compensation benefits received for the duration of the disability or until his/her accumulated leave days are exhausted, whichever comes first. Payments in addition to amounts received from workers' compensation are earned disability pension benefits and are specifically intended to augment the amount received under workers' compensation and not as an offset thereto. In the event a court or administrative agency of competent jurisdiction finds such payments under this contract to be in violation of the law, then the employee shall receive only payments under workers' compensation, and earned leave time shall be preserved.
9. An employee absent due to a case of mumps, measles, chickenpox or scarlet fever contracted in the course of employment shall suffer no diminution of compensation and shall not be charged with use of his/her accumulated leave days for a period not to exceed fifteen (15) work days.

10. An employee will be allowed three (3) days leave each year for personal business reasons. These days shall be noncumulative from year to year and will not be deducted from sick leave. However, if a personal business day(s) is not used during the school year, it shall accumulate as an additional leave day(s) under the provisions of Section 3 of this Article. Absences under this section shall be for necessary business activities or events of a personal nature related to the family, career, legal and/or financial affairs of the employee, which cannot be handled at any other time than during the work shift and for which the employee is not compensated in wage, salary, or kind for his/her personal services. An employee may be asked to change the date(s) of requested leave if it falls on a date when the district is unable to cover the employee's work. The administration reserves the right of approval for personal business day(s) that cannot be covered and/or days that extend a vacation or recess period. Except in cases of emergency, notification of intent to use the day(s) should be made in writing to the Director of Human Resources at least five (5) days in advance.

## **ARTICLE 11**

### **Leaves of Absence**

1. An employee may be granted a leave of absence without pay for up to ten (10) days subject to the approval of the District Supervisor and Director of Human Resources. Request for leaves of more than ten (10) days must be approved by the Superintendent.
2. Requests for leaves of absence must be submitted in writing for approval at least two (2) weeks prior to the time of the proposed leave. Emergency leaves of absence may be granted by the District Supervisor and Director of Human Resources at any time, but a written approval must be issued.
3. An employee who is unable to work because of personal illness or disability and who has exhausted all available sick leave, shall request and be granted a leave of absence for the duration of such illness or disability, but not to exceed one (1) year, without loss of job or seniority. A physician's statement must accompany such a request.

The Superintendent may grant an extension not to exceed one (1) additional year upon receipt of written request from the employee and an accompanying physician's statement verifying the need for such extension. An employee returning from a leave of longer than one year will be entitled to the first vacancy for which he/she is qualified.

4. A request for leave must contain a definite starting and ending date.
5. A request for extension of any leave of absence will be considered by the Superintendent.
6. An employee may elect to return to work prior to the termination date of the leave; this right is waived for a leave of three (3) months or longer.
7. All military leaves of absence and the reinstatement rights of any employee who enters the military service of the United States shall be determined in accordance with the applicable laws and federal regulations.

**ARTICLE 12**  
**Legal Protection**

1. Any case of physical assault upon an employee occurring during the performance of duties must be reported promptly to the Board or its designated representative. Upon request the Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such an assault. This does not provide assistance for civil damages.
2. If criminal or civil proceedings are initiated against an employee acting in good faith within the scope of Board policy, the Board upon request will provide legal counsel to defend him/her in such proceedings.
3. Reimbursement to staff for validated damage to personal automobile property due to vandalism and/or theft shall be made under the following conditions:
  - a. The staff member is acting in the line of duty when such loss occurs and when the vehicle is parked in the designated area as assigned by the building administrator or supervisor.
  - b. The Board will pay the deductible amount of each claim during the duration of each fiscal year (July 1-June 30) under condition of letter a above.
  - c. The items damaged or stolen are attachments to and are regular accessories of the vehicle. Note: Sound systems (CD players, tape decks, etc), tapes and compact discs and/or telecommunication units are not considered to be regular accessories.
  - d. The vehicle was secured (windows closed, doors locked). Signs of forcible entry must be evident.
  - e. The damage was properly reported to the police and building administrator immediately after the discovery of loss/damage.
  - f. The staff member signs the claim form stating the damage and/or loss was, to the best of that staff member's knowledge, done while he/she was acting in the line of duty and stating the location in which the vehicle was parked. At least two (2) estimates from reputable local businesses shall be attached. The forms will be obtained from the building principals or the immediate supervisor.
  - g. Reimbursement will be limited to the deductible amount.



**ARTICLE 13**  
**Insurance Protection**

1. Driver eligibility for benefit status shall be determined following the driver bid meeting of each year. Only the three most-senior bus drivers with at least 30 hours per week will have access to the negotiated (non-ACA) insurance program benefits. If a driver who is benefitted leaves employment or declines insurance benefits, the next most senior driver will be benefitted. Hours added to a driver's schedule within two (2) weeks of the bid will be considered for the purpose of determining eligibility for benefits. Hours added to a driver's schedule after this two (2) week period will not make a driver eligible for benefits.
2. The Board will provide the following MESSA PAK Plan A health insurance protection for eligible drivers, his/her family, and other eligible dependents. The employee will be responsible for paying the premium/funded deductible amount that exceeds the PA 152 "hard cap" amount on health insurance. The Board will provide without cost to the employee the MESSA PAK Plan A and Plan B ancillary insurance coverages (vision, dental, and life insurance) for the employee, his/her family, and other eligible dependents.

- **MESSA PAK ABC Plan 1**  
Annual IRS dictated deductible  
ABC Rx
- Negotiated Term Life-\$35,000 with AD&D
- VSP III Vision
- Delta Dental (50%/50%/50%) with \$1,000 annual class 1 & 2 benefits.

**OR**

- **MESSA PAK B**
- Negotiated Term Life-\$35,000 with AD&D
- VSP III Vision
- Delta Dental (50%/50%/50%) with \$1,000 annual class 1 & 2 benefits.

Additionally, those employees electing Plan B shall have a cash option equal to the MESSA ABC 1 plan single subscriber rate in effect for the current school year. The cash option may be re-directed by the employee toward MESSA health care/ancillary options and/or annuities.

Driver eligibility for health insurance shall be determined after the August bid meeting. The insurance year for drivers shall be October 1 through September 30.

3. The employee's contribution will be payroll deducted over 21 payroll periods through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include all of the provisions necessary for pre-tax contributions to employees' HSA accounts administered through a HealthEquity HSA Account included for each member by the MESSA ABC Plan.
4. Insurance contributions for employees on unpaid leave of absence shall be provided only through the month following termination of wages (including retirement) or as provided by the FMLA. Such contributions shall be terminated immediately upon an employee resigning or being discharged.
5. An employee while on unpaid leave may elect to pay his/her own insurance premiums according to terms and conditions established by the insurance carrier.
6. The provisions of this article are subject to all the underwriting rules and regulations of the insurance carrier.
7. The employee must notify the employer of any change in marital status and/or number or age of dependents, which would result in an adjustment of premiums paid by the employer for insurance coverage.
8. The Board shall be responsible for processing applications and information after receipt from the employee to assure the specified coverage from the insurance carriers.
9. The district shall offer eligible employees health insurance that is "affordable" and otherwise compliant with the Affordable Care Act, with the carrier and product to be determined in the sole discretion of the district starting January 1, 2016.

#### **ARTICLE 14 Medical Exams**

1. When medical examinations or tests are required by the Board, costs incurred shall be paid by the Board. The examining physician or source of test shall be approved by the Board prior to the test or exam being administered.
2. As required by law each driver shall submit to a physical examination by a Board-designated physician and shall present the physician's certificate to the district supervisor. Drivers will not be required to have an annual exam if the law requires a bi-annual exam.

#### **ARTICLE 15 Clothing Allowance**

1. A district specified jacket will be provided at no cost to each bus driver every other year on even years.

## **ARTICLE 16**

### **Grievance Procedure**

1. **Purpose**

The primary purpose of the grievance procedure is to secure, at the lowest level possible, equitable solutions to problems which may arise between the district and members of the Association.

2. **Definitions**

A grievance shall be defined as an alleged violation of the expressed terms and conditions of the Agreement. The term "days" when mentioned in this Article shall mean calendar days excluding weekends.

3. **Procedural Rules**

A grievance shall be submitted in writing and shall contain the following:

- a. It shall cite the section of this Agreement alleged to have been violated.
- b. It shall review the facts giving rise to the alleged violation.
- c. It shall specify the date of the alleged violation.
- d. It shall specify the relief requested.
- e. It shall be signed by the grievant or grievants.

4. Although the time limits of the procedure may be extended by mutual consent, the number of days indicated at each level must be considered the maximum.

5. A grievant may withdraw a grievance at any level of the procedure of his/her own accord without obtaining the consent of the Board or the Association and such withdrawal shall render the grievance without force or effect as if it had never been filed.

6. If the grievant fails to appeal a decision at any level of the procedure within the time limits set forth in the procedure, no further processing of that particular grievance will be permitted.

7. A grievant may choose to be represented at all meetings or hearings at any level of the grievance procedure by another employee or another person. However, the Association shall be a party to any grievance reaching Level Three.

8. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

9. **Levels of the Procedure**

Any employee, group of employees or the Association may file a grievance, which shall be processed in the following manner:

#### Level One

Within twenty (20) days of the alleged violation the grievance shall be submitted to the appropriate District Supervisor, who shall render his decision in writing within fifteen (15) days of his receipt of the grievance. Upon the request of the Association, a meeting with the grievant(s), Association Representative, Supervisor, and Director of Human Resources will be scheduled prior to a decision being rendered.

#### Level Two

If an unsatisfactory decision is received at Level One, the grievance may be filed within fifteen (15) days with the Superintendent or his representative. Within fifteen (15) days from the receipt of the grievance, the Superintendent or his representative shall render in writing his/her disposition. Upon the request of the Association, a meeting with the grievant(s), Association Representative, Supervisor, and Director of Human Resources will be scheduled prior to a decision being rendered.

#### Level Three

If an unsatisfactory decision is received at Level Two, the grievance may be filed within fifteen (15) days with the Board of Education. Within twenty (20) days from the receipt of the grievance by the Board, the Board's review committee shall meet with the grievant for the purpose of arriving at a solution to the problem. The Board's decision shall be rendered in writing within fifteen (15) days thereafter.

#### Level Four

If the aggrieved is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator by the Association filing a demand for arbitration with the American Arbitration Association no later than twenty (20) days after receipt of the Board disposition.

10. 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 change any practice, policy, or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
  - c. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
  - d. The decision of the arbitrator within the scope of his/her authority as stated herein shall be final, conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

**ARTICLE 17**  
**Reduction of Personnel and Recall**

1. When a necessary reduction of personnel occurs, employees will be affected by a layoff in reverse order of seniority.
2. Employees will be called back in order of seniority. Notification shall be by certified mail.
3. An employee on layoff for longer than two years or the length of his/her service with the school district prior to the layoff, whichever is the longer period of time, and those who refuse to accept a recall shall forfeit all further rights to recall.

**ARTICLE 18**  
**School Closings**

1. When schools of the district are closed to students because of inclement weather or other conditions that make it impracticable to hold classes, prior to their regular reporting times for the students' school day, employees shall not be required to report to work. Employees shall receive their normal daily compensation for the canceled workday, unless it is a workday, which is to be rescheduled and worked on another date, which is in addition to their originally scheduled work year remaining. If the employee will work such a rescheduled workday, he/she will not receive his/her normal daily compensation for the canceled workday, but will work and be paid for the rescheduled workday.
2. In the event an employee is not notified in a timely manner of the school closing and reports to work at his/her regularly scheduled time, he/she shall earn a minimum of one (1) hour of compensatory time in addition to his/her regular wages.
3. An employee, who is sent home before his/her shift is completed because of inclement weather, shall be paid his/her total regular wages for the full shift.
4. When schools are unexpectedly dismissed early due to inclement weather, drivers who are unavailable due to a field trip, which would not have interfered with normal dismissal, will be paid for their regular P.M. run. A driver unavailable for any other reason shall not be compensated for the P.M. run or its equivalent.
5. A driver who has his/her trip canceled due to inclement weather shall not suffer a loss of his/her regularly scheduled pay for his/her regular run when other drivers are to be paid for their canceled regular runs. However, the driver will not be paid the trip rate for any hours, which overlap the regular run time, which would have been worked.

**ARTICLE 19**  
**Judicial Proceedings**

1. An employee required to serve jury duty or who is subpoenaed as a witness in a civil or criminal case during the hours of his/her regular work shift, will be paid the difference between the stipend for such service and his/her regular wages.
2. In order to be entitled to the aforementioned differential pay, the employee shall be required to sign a form provided by the school district which requests the court in writing that it either excuse him/her from jury duty service or delay his/her jury duty to a time that does not conflict with his/her duties of employment with the Jenison Public School District.
3. If any bus driver is called as a witness on a work-related matter in a judicial proceeding during holiday break time or during the summer, the employee will be compensated at the field trip rate for all time spent, including transit time, less court-paid stipend.

**ARTICLE 20**  
**General Provisions**

1. If any provision or the application of any provision of this Agreement is found to be contrary to law, then that provision or application will be deemed null and void. The Board and Association shall meet promptly to renegotiate the affected provision.
2. This Agreement supersedes any rules, regulations or practice of the Board which may be contrary to or inconsistent with its terms.
3. For the duration of this Agreement the Association agrees that it will not directly or indirectly engage or assist in any strike as defined by the Public Employment Relations Act. The Board agrees that it will not lock out its employees.
4. During the negotiations leading up to this Agreement, each party had the opportunity to bargain on all proper matters. This represents the entire agreement of the parties. It is further expressly understood and agreed that during its term neither party shall be required to engage in further collective bargaining on any matter or subject mentioned herein.

**ARTICLE 21  
DURATION OF AGREEMENT  
Transportation (MEA-NEA)**

This Agreement including Appendix A and B, shall become effective September 1, 2015, and shall remain in effect through August 31, 2018.

For the Association:

Donna Wilson  
President

Nancy Van Dine  
Vice-President

Ken Hart  
Secretary

Bevil Rousseau  
Treasurer

For the Board:

William T. Waalke  
President

Paul H. Deppel  
Vice-President

Jeffrey A. Brown  
Secretary

Eric Long  
Treasurer

**APPENDIX A**  
**Transportation Wages**  
**Three Year Agreement**

**DRIVERS - REGULAR RUNS:**

<u>Step</u>	<u>2015-2016</u>
1	\$16.95
2	\$17.27
3	\$17.64
4	\$17.89
5	\$18.87
Longevity (Years of Service)	
10 Years	\$19.86
13 Years	\$20.34
15 Years	\$20.82
20 Years	\$21.30

For 2015-2016 drivers who were on the “current drivers” scale during the 2014-2015 year will be moved one step on that scale at the salary listed in the 2015-2016 column. Drivers who were on the “new drivers” scale for 2014-2015 will be placed on Step 1 of “current drivers” scale. These salaries will become the new base salary for each employee for the future and the scale will no longer exist. All employees will thereafter be awarded any negotiated percentage increase. For 2016-2017 and 2017-2018, all drivers will be awarded a 1.2% pay increase each year on top of the base salary that was established for 2015-2016. The minimum starting hourly rate for 2015-2016 will be \$16.95 per hour. For 2016-2017 the minimum starting hourly rate will be \$17.15 and \$17.36 for 2017-2018. The maximum hourly rate for 2015-2016 will be \$21.30 an hour. For 2016-2017 the maximum hourly rate will be \$21.56 per hour and for 2017-2018 the maximum hourly rate will be \$21.81 per hour.

**FIELD TRIP RATES:**

	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>
Hourly	\$13.49	\$13.65	\$13.81

**TRAINING RATE:**

Hourly	\$12.12	\$12.27	\$12.42
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**ECO BUS RATE:**

Hourly	\$14.25	\$14.42	\$14.59
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Provisions of FLSA shall govern wage administration. Overtime must be approved in advance by the Transportation Supervisor.

An employee will receive any negotiated increase on the anniversary of his/her last date of hire-- in any year that increases are awarded via the collective bargaining process.



**APPENDIX B**  
**Field Trips**

1. Regular drivers, who qualify, will be responsible for field trips.
2. Mileage on field trips will be recorded to and from the transportation garage.
3. Drivers must remain with their buses during field trips, start to finish, unless prior arrangements have been made with the Transportation Office.
4. The driver must remain with the group/team during the field trip unless instructed otherwise by the Transportation Supervisor. In the event the driver needs to leave the site, arrangements need to be made with the teacher/coach prior to departure. Mileage shall be deducted when the driver leaves for any reason other than fueling or servicing the bus.
5. Drivers shall bid on field trip assignments based on seniority: \*
  - a. Field trips that come in late or are the result of late cancellations by other drivers and not included on the regular list ("pink slip" trips) shall be awarded on the basis of straight seniority within the bargaining unit.
  - b. The Transportation Supervisor maintains sole discretion for assigning any work that would cause a driver to exceed forty (40) hours per week.
6. Transportation office personnel will process field trips. Field trips for the following week will be posted on the first work day of the previous week.
  - a. If all drivers reject the offer of a particular field trip and no qualified substitute driver is available, the assignment will be made to the driver with the least seniority.
  - b. Bid awards will be posted for the following week by 12:00 p.m. the third work day of the week.
7.
  - a. When a driver is notified after the commencement of a field trip that no pick up is necessary, he/she shall be paid for two (2) hours for the cancelled pick up and for the drop off at the actual timed rate or two (2) hours, whichever is greater.
  - b. When a driver who gives up his/her regular run is notified after the commencement of a field trip that it is to be a drop off only, he/she shall be paid two (2) hours plus "prep time" for the drop off, or receive the pay amount for the run he/she has given up, whichever is greater.
8. For a field trip on a day school is in session, fifteen (15) minutes will be added to the accumulated time of the trip for safety check, fueling, and cleaning of the bus. For a field trip on a day school is not in session, thirty (30) minutes will be added to the accumulated time of the trip for safety check, fueling, and cleaning of the bus. There will be a one hour minimum for field trips on days school is in session. There will be a two hour minimum for field trips on days when school is not in session.
9. There shall be a four (4) hour minimum payment for a field trip with an indeterminate pick up time on a day school is not in session.

10. When school is not in session and a field trip has been cancelled but the driver has not been notified prior to reporting to work, he/she shall be paid two (2) hours at the field trip rate for reporting to work, as well as the thirty (30) minute pre-trip compensation.
11. When school is in session and a field trip has been cancelled, the driver shall be assigned to drive his/her regular run at the regular rate of pay. The substitute driver shall qualify for the cancellation fee for the run. In the event that it is too late for the driver to drive his/her regular run, the driver shall be paid for the regular run.
12. Late field trip requests will be posted and the seniority order for the week will be followed. When school is not in session, the office will call drivers in seniority order for that week.

\* Straight field trip rotation will be based on seniority during the summer recess period

**APPENDIX C**  
**Pertinent Letters Of Understanding**

**DOCUMENT OF VERBAL WARNING**

TO: \_\_\_\_\_  
Employee Name

FROM: \_\_\_\_\_  
Supervisor Name

SUBJECT: Documentation of Verbal Warning                      DATE: \_\_\_\_\_

In accordance with Article 3 of the Master Agreement between the Jenison Public Schools and the Jenison Transportation Association, this correspondence will serve as documentation for a verbal warning regarding (List the incident):

\_\_\_\_\_  
\_\_\_\_\_

Describe incident (include date, time, and specific location):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In order to avoid further disciplinary action, the following steps should be followed: (List performance or behavioral expectations, instructions for adherence to policy or steps that must be taken to correct problem.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Further disciplinary action may be taken for continued offenses of this or any similar nature conduct.

<b>VERBAL WARNING EMPLOYEE ACKNOWLEDGEMENT</b>
--

Employee Comments (may be provided as an attachment to this document):

I understand that my signature does not necessarily indicate agreement. I acknowledge by my signature that I have read this document and have discussed its content with my supervisor.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

**Proxy Form for JPS Transportation Bid Meeting**

**Jenison Transportation Unit**

**Proxy Route Selection Form 2015-2016**

I, (Bus Driver name) \_\_\_\_\_

appoint (Bus Driver name being given proxy power)

\_\_\_\_\_ in my absence

to be my proxy at the bid meeting for the 2015-2016 school year and

to select on my behalf a route for said school year.

I understand that by issuing this proxy I am giving (Bus Driver name being

given proxy power) \_\_\_\_\_ the power to

choose a route for me and that I may not dispute in any fashion the route

that is chosen on my behalf.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_