

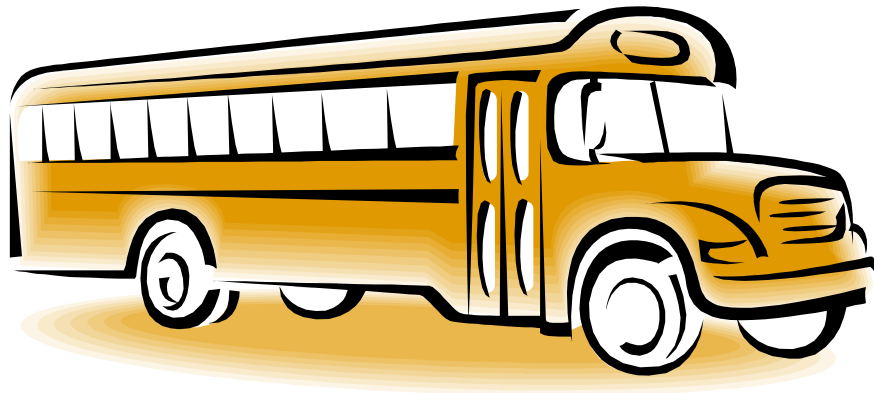
AGREEMENT

between the

**MILAN AREA SCHOOLS
BOARD OF EDUCATION**

and the

**MILAN AREA SCHOOLS
TRANSPORTATION ASSOCIATION**



July 1, 2012 – June 30, 2013

PREAMBLE & PURPOSE

This Agreement is by and between Milan Area Schools Board of Education located at 100 Big Red Drive, Milan, Michigan hereinafter referred to as the “Board” and the Milan Area Schools Transportation Association hereinafter referred to as the “Association”.

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

RECONGNITION

A. Pursuant to the certification of Representative Case R11E-041, dated July 18, 2011, issued by the Michigan Employment Relations Commission, the Board hereby recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, and working conditions for all employees in the bargaining unit defined and described as follows:

All full-time and regular part-time bus drivers and all full-time and regular part-time bus monitors, but excluding the transportation manager, bus mechanics, temporary bus drivers, temporary bus monitors, substitutes, and all other employees.

B. The term “employee” as used herein shall include all persons performing work in the following classifications of the Board as defined above: full-time and regular part-time bus drivers; full-time and regular part-time monitors.

C. Wherever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

NON-DISCRIMINATION

The Employer and the Association both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, national origin, height, weight, marital status, political belief, disability, or handicap which does not impair an individual’s ability to perform adequately in that individual’s particular position or activity.

ASSOCIATION REPRESENTATION

A. Employees may be represented by 3 designated association/committee members, whose identity shall be made known to the Employer.

B. The Association/Committee during working hours, without loss of time or pay, may in accordance with the terms of this Article investigate and present grievances to the superintendent or designee after arrangements have been made with the transportation manager. The transportation manager will grant permission and provide sufficient time to the committee member(s) to leave their work for these purposes provide there is no other time, outside the work hours, to conduct said business.

BOARD RIGHTS

A. Rights and Powers

The Board retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education, or powers which have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the board. Not by way of limitation, the Board reserves unto itself all rights , power and privileges inherent in it or conferred upon it from any source whatsoever. Rights reserved exclusively herein by the Board, which shall be exercised exclusively by the board with out prior negotiations with the Association either as to the taking of action under such right, or with respect to the consequence of such action during the term of the Agreement, shall include, by way of illustration, not by way of limitation, the right to:

1. Manage and control its business, its equipment, its operation and to direct the working force and affairs of the Board.
2. To continue its right, policies, and past practice of assignment and the direction of work all of its personnel, determine the number of personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but no in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, effectuate and employee evaluation system. Assign work or extra duty to employees; determine the size of the work force, and to lay-off employees.
4. Determine the services, supplies and equipment necessary to continue its operations, and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or change therein.
5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees, including physical conditions and require medical certifications of fitness.
7. Determine the location or relocation of its facilities, including the establishment or locations of new schools, building, departments, divisions or subdivisions thereof, and the relocation of or closing it offices, departments, divisions or subdivisions, building or other facilities.
8. Determine, establish, modify, change or discontinue bus routes and /or the assignment or reassignment of buses to routes.
9. Determine the placement of operations, productions, services maintenance or distribution of work and the source of materials and supplies.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
11. Determine the size of management organization, its functions, authority and amount of supervision and table of organization; provide that the Board shall not abridge any right of employees as specifically provided in the Agreement.
12. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.
13. Conduct drug testing of employees to comply with the Department of Transportations regulations.
14. To subcontract bargaining unit work and determine all methods and means to carry on the operation of the schools, including automation or contracting thereof or changes therein, and utilization of volunteers, contractors and non-bargaining unit employees to transport students.
15. To the executive management and administrative control of the school system, and its properties and facilities, and the activities of its employees during working hours.
16. 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.
17. To adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.
18. To determine and re-determine job content.
19. To provide comp time in lieu of overtime pay with the agreement of affected employee.

B. Limits on Rights

The exercise of the forgoing powers, rights, authority, duties and responsibilities by the Board, the adoption of reasonable 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. Negotiations regarding Rights

The matters contained in this Agreement, and/or exercise of any such rights of the Board is not subject to further negotiations between the parties during the term of this Agreement.

D. Waiver Rights

The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such right have been exercised by the Board in the past.

E. Accommodations of Disabilities

Except for any provision of this Agreement, the Employer shall be entitled to take any steps deemed necessary by the Employer in order to accommodate and employee's disability and comply with state and federal laws prohibiting discrimination on the basis of disability, such as the Americans with Disabilities Act (ADA).

SENIORITY

A. Probationary Period

1. All full-time and part-time employees shall serve a probationary period of sixty (60) workdays, uninterrupted by any type of service break, during which time they will be termed "probationary employees". Any missed days shall be added to the end of the probationary period in order to complete the sixty (60) days.

2. Probationary employees' service with the Board may be terminated at any time by the Board in its sole discretion, and neither the employee so terminated nor the Association shall have recourse to the Grievance Procedure over such termination.

3. During the probationary period, an employee shall not be eligible for holiday or vacation pay, nor will they be granted sick or personal days until they have been earned. Other benefits will be granted when allowed by the appropriate rules of the carrier. After an employee has successfully completed the probationary period of employment, such employee shall become a regular full-time or part-time employee and seniority shall be provided herein.

4. Upon successful completion of the probationary period, the employee will be entered on the seniority list for their classification, and shall rank seniority from his/her original date of hire.

B. Seniority

1. A regular full-time or regular part-time employee's seniority shall date from such employee's most recent starting date of employment within the classification of the bargaining unit as defined.

2. Job classification seniority as used in this Agreement shall mean the length of continuous time an employee has worked within a job classification, commencing with the employee's first full day of work within that classification and within the bargaining unit described. An employee will have seniority in no more than one (1) classification at a time unless working in both classifications at the same time.

3. Seniority shall be retained, but not accumulated, for an employee who transfers to a position outside of the bargaining unit within the school district.

4. An employee's seniority shall entitle that employee to such rights as are expressly provide for in this Agreement.

C. Loss of Seniority

1. An employee's seniority and employment shall terminate if:

- The Employee resigns.
- The Employee is discharged.
- The Employee retires.

LAY-OFF AND RECALL

A. In the event that the Board, in its discretion, determines that a lay-off is necessary, such lay-off will be from within the classifications selected by the board, and in numbers determined by the Board, subject to the terms and conditions provide for in the Agreement.

B. Bumping Rights

If a regular run is eliminated, the employee displaced shall have the right to bump a member of the same classification with lesser seniority. This process shall be accomplished in the following manner: The transportation manager shall post all runs filled by members with seniority less than the affected member. The member with the highest seniority would sign up for a run first, and then the second-highest seniority member would sign up, etc. This procedure would continue until all runs were covered.

C. Notices of recall shall be sent by certified mail to the employee's last known address as shown on the employee's records, and it shall be the obligation of the employee to provide the Board with a current address and telephone number. A recalled employee shall give notice of intent to return to work within three (3) consecutive calendar days, and shall return within seven (7) calendar days, or the employee's employment shall be terminated without recourse to this Agreement. The obligation of the Employer to recall a laid off employee shall terminate twelve (12) months following lay-off, or to the length of the employee's seniority, up to a maximum of twenty-four (24) months, whichever is greater.

D. Probationary employees have no recall right under this Agreement.

ROUTE ASSIGNMENT

A. Route Assignment

When a route becomes available, notice of such vacancy will be posted for three (3) regular working days. Exception: runs that are open at the August meeting will be opened and closed that day. If and when a regular driver is no longer in the employ of the district, their regular run should be posted no later than the beginning of the next school quarter.

B. When determining route assignments, preference will be given on the basis of seniority. If the most senior driver who signed for the route is not the most qualified (i.e. Special Education – refer to Special Education Section J), or has had previous problems on that route, then the transportation manager can assign another driver to that route. If no regular driver signs for the available run, the transportation manager will fill the position following appropriate Board Hiring Practices.

C. Reinstated Runs

If a dropped run is reinstated exactly or nearly the same as had been previously scheduled, during the same school year, the driver who previously had the run will have the first opportunity to be placed back on that run.

D. Incorporating Runs

If a driver should leave and his/her run is able to be incorporated into other regular driver's runs, it should be posted just as kindergarten runs are.

E. Time Change

Gains or losses to existing routes of one-half (1/2) hour or more shall entitle the affected employee the right to bid and bump according to seniority into another assigned, established route. Runs will be timed as soon as possible after the beginning of a new school year. The following Monday all runs times will be posted and a meeting held. At this meeting, all drivers shall have the right to bump if their runs were cut thirty (30) or more minutes. Other driver can then sign runs open due to bumping. If a run increases thirty (30) or more minutes,

drivers with more seniority could bump into that run. That driver and others affected can then bump drivers with less seniority. All runs will be closed at this meeting. Forfeiture of the right to bid shall occur if the bid is not exercised at this meeting.

F. Hazard Time

In determining time for each regular run, fifteen (15) minutes per day will be added to actual run time. This is to allow for pre-trip inspections, trains, breakdowns, extreme disciplinary problems, etc.

G. Kindergarten Runs

All kindergarten runs will be posted on the board by the transportation manager each year. Drivers will sign up for the runs, and assignments will be made based on seniority. Assignments shall last for one (1) year only.

H. Kindergarten Substitute

One (1) regular driver shall be trained as a primary substitute for each kindergarten run based on seniority from those that have applied. In the event that there is no regular driver available to become a primary substitute for a kindergarten run a substitute driver may be trained as a primary substitute for a kindergarten run but will not retain any status or privileges as a regular driver.

I. Kindergarten Route Pay

Kindergarten runs will be paid on the "Hourly Employee Time Sheets" each day.

J. Special Education

Special education will be handled as a separate unit. Due to day-to-day variance in hours, there will be no bumping in or out of Special Education during the course of the school year. The route assignment for Special Education is a year to year position which can only be changed at the August Bid meeting. The driver for the Special Education route will not be able to leave the route any time during the school year even if another run becomes available on the regular educational run. When a Special Education run is available, the transportation manager will screen anyone interested. The route will be assigned to the most senior driver who has received the training necessary for transporting Special Education students. That training will have included, but is not limited to, proper discipline procedures, medical necessities, transporting physically handicapped students etc. If a Special education run is completely eliminated, the procedure under seniority will be followed.

INCLEMENT WEATHER

Whenever the schools are closed due to severe weather or other emergencies, the employees covered by this Agreement shall not be required to report for work on such days. The

employees shall receive their regular rate of pay for the first four (4) days of student instruction that are cancelled. (Regular rate of pay is defined as the pay the employee would have earned on his/her regular run on the student instruction day that is cancelled.) No wages shall be paid to the employee for any rescheduled days unless such rescheduled time exceeds the time paid to the employee at the time of the cancellation, in which case the bargaining unit member shall receive their regular rate for the additional time.

If school is delayed after the employee has reported to work, as verified by the transportation manager, the employee will be paid for one (1) additional hour for the day.

EXTRA TRIPS

A. The transportation manager will post all extra trips on the bulletin board, and drivers will indicate their availability by signing for the same.

B. Each Monday, the transportation manager will post a list of individual driver names indicating the number of hours of extra trips driven in the current marking period. The transportation manager will include only driving time on the trip board, not “downtime” for Saturday winter trips. Non-trip hours will be posted as well as trip hours.

C. The first week of the marking period, trips shall be assigned by seniority. In subsequent weeks, trips shall be assigned to the driver with the least number of hours accumulated during that marking period. If hours are equal, seniority shall prevail. New drivers will be assigned the average hours of all drivers who have taken trips.

D. Notification of trip assignments will be at least two (2) driving days prior to the scheduled trip, except in unusual circumstances. If after a trip is posted and closed (with the usual two [2] days notice), and then changed to a drop off only, that driver shall be paid the difference between their regular run, if affected, and the drop off time paid.

E. If an extra trip (sports included) is canceled, as soon as the Transportation Department is notified of the cancellation, the driver will be notified. If the driver is notified less than two (2) hours before departure time, the driver will be paid for two (2) hours. If the cancellation is due to weather related conditions, and the driver is notified less than two (2) hours before departure time, then the driver will be paid for one (1) hour.

F. The Transportation Department will make every reasonable attempt to reassign canceled trips that are rescheduled to the driver that the trip was originally closed with.

G. If a driver cannot fulfill his/her responsibility for an assigned extra trip, and notifies management more than two hours in advance of the trip, then management will offer the opportunity to the next drivers that signed for that trip. If the drivers that signed for the trip are not available, then management should offer the trip to regular drivers, in order of seniority and hours. If management is notified less than two hours in advance of the trip, then there is no required process to cover the need. For the purpose of trip hours, the original driver will be listed as actually driving the trip unless the driver was off on authorized sick time.

H. Extra Trip Pay

Drivers will be paid a straight hourly rate for extra trips at his or her regular scale. Field trips under one (1) hour in duration will be paid a minimum of one (1) hour. Field trips in excess of eight (8) hours in duration will be paid at the following rate: the first eight (8) hours paid straight time. Hours worked over eight (8) at time and one-half (1-1/2) the hourly rate. Saturday winter trips (volleyball, wrestling, swimming) will be paid at ten dollars (\$10.00) per hour for downtime.

I. Long Trips

The unusually long trips will be identified as those starting prior to 10:00 a.m. and extending after 5:00 p.m. Trips falling into this category will be open to all drivers, with the transportation manager having the responsibility of getting a driver for the regular run if necessary.

J. Requests

Regular drivers have primary responsibility for driving their regular runs, and they should not sign up for trips that conflict with their regular runs. Upon request, the transportation manager will grant each driver four (4) requests per year that interferes with the driver's regular run, no more than two (2) in any one (1) semester. These requests shall be granted at any time during the regular driver's school calendar. A driver will not be granted his/her other requests for a semester if it conflicts with another driver's first request for the same semester. If two (2) or more drivers' requests are made for the same trip, the trip will close to the driver with the highest seniority.

K. Employees will not sign up for trips or request that will cause his/her working time to exceed forty (40) hours in any week. Unless requested by the transportation manager using a process described at a meeting.

L. When assigning buses for field trips, the transportation manager, whenever possible and keeping the rotation schedule in mind, will assign to the driver their regularly assigned bus, except those buses assigned for Special Education runs.

MISCELLANEOUS

A. Legal Requirement

1. Every driver must have a physical examination, a valid chauffeur's license, a valid CDL with C, B, P and S endorsements, a valid certification of completion of the bus safety education course, driving record check and driving skill exam. All physicals must be done in a facility designated by the superintendent or his designee.

2. Upon satisfactory completion of the requirements for bus driver's endorsement and employment by Milan Area Schools, the Board will pay fifty dollars (\$50.00) for the CDL endorsement on the license.

3. The Board will pay the regular driver for the actual hours for taking the driving test. Actual hours are defined as travel to and from the test as well as the actual time to take the test.

B. Alcohol and Drug Testing

All drivers shall be required to submit to and pass all physical examinations required by state or federal laws, including testing required by the Omnibus Transportation Employee Testing Act of 1991, 45 USC Section 431, and its implementing regulations. The driver will be paid for the actual hours required when submitting to a drug or alcohol test as required by law, at the driver's regular hourly rate. Actual hours are defined as the time logged at the testing center plus one-half (1/2) hour for drive time.

C. Bus Drivers Education Classes

1. It is mandatory that all drivers attend these classes to meet the State requirement. Attendance at additional classes each year is strongly recommended. Drivers will receive their regular rate of pay for approved hours in attendance at bus driver education classes and certified by the transportation manager. The driver shall be paid in the fall or as soon as possible, but no later than October 1st.

2. The driver who drives the school vehicle to out of town in-services will be paid for the travel time. The senior driver will have the priority of driving the trip.

D. Storage of Buses

Buses will be stored at the bus garage overnight and between all runs. It is understood that the transportation manager can deviate from this provision on storage when it is determined that following this provision would result in increasing the costs to the school district on any particular run. Each exception will be discussed with the Association.

E. Cleaning Buses

- Assigned buses will be swept as needed, but at least twice each week. Substitute buses will be cleaned after using. Failure to follow this provision may result in disciplinary action. A first offense will result in a warning, a second offense a written reprimand, and a third offense will result in the driver be docked one-half (1/2) day pay in any one given school year.
- Field trip buses must be cleaned before the next run, except in unusual circumstances. In that case, the driver who took the field trip will clean the bus as soon as possible the next day. If not cleaned according to the above, the trip driver will be docked one-half (1/2) hour pay. If a dirty bus is assigned, the driver shall notify the transportation manager. If, after

hours, a driver is assigned a bus that is not clean or sufficiently fueled, the driver shall use another bus, and notify the transportation manager on the next workday.

- Assigned field trip buses that will be going out that day will have the first priority of the washer. All other busses needing to be wash will have to wait until the Trip busses are done.
- Drivers without hazard time will be paid to wash buses.
- The transportation manager or designee is responsible for checking the buses for cleanliness.
- Regular drivers will be paid one (1) hour at their regular rate for cleaning their buses. This compensation will be paid once at the beginning of the school year and once at the end of the school year.

F. Resignation

Any bus driver desiring to resign shall submit the resignation in writing to the transportation manager a minimum of two (2) weeks prior to the effective date of the resignation. A regular driver resigning their run may, upon request, continue driving on a substitute basis.

G. Seat Belts

All buses will be equipped with seatbelts for the driver, and they are required to wear the belts while driving. Seatbelts that are too short will be replaced upon request.

H. Bus Evacuation

Each run will perform practice emergency bus evacuations at least three (3) times per year. It is recommended that these are performed in October, January, and April.

I. In-Service

Bus drivers will be paid at their regular rate of pay for participating in in-service sessions, as approved by the superintendent or designee.

J. Call-In Pay

Whenever a driver is called in to work for an emergency or special situation, the driver will be paid for a minimum of one (1) hour, or the amount of time they actually work, whichever is greater.

K. Summer Driving

Any regular driver interested in summer driving must sign up by the end of the regular school year. All postings signed for will be awarded from the list of regular drivers based on seniority first and then on accumulated hours. It is the driver's responsibility to monitor postings and sign accordingly if they want to be called (they will not be called if they have not signed a posting). When runs are posted and no regular driver from the summer driving list signs that posting the transportation manager may call a substitute driver that has made themselves available to cover that posting.

SICK LEAVE, BEREAVEMENT AND PERSONAL BUSINESS LEAVE

A. Sick Leave

1. Each school year employee covered by this Agreement will be entitled to sick leave accumulated in an individual single sick leave bank at the rate of one (1) day per month, to a maximum of ten (10) days per year. Each twelve (12) month employee will be entitled to sick leave at the rate of one (1) day per month, to a maximum of twelve (12) days per year. The days will be credited at the beginning of each school year; however the use of those days will be restricted to only the number of days of sick leave accumulated. Unused sick leave will be credited at the end of the year to a maximum of one hundred forty (140) days.

2. Sick leave days shall be used based on the normal scheduled hours being worked per day during the month in which said days are used.

3. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by illness, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted an employee for the illness of a member of the immediate family of the employee (spouse, dependent, parents, grandparents, brothers, sisters, and in-law relations in the same categories). A physician's statement may be required at the discretion of the Board.

4. Employees shall be able to utilize sick time in increments of on-half (1/2) day increments if on a two (2) run schedule, and of one-third (1/3) day increments if on a three (3) run (i.e. kindergarten run) schedule.

5. Sick leave shall not be paid for days immediately preceding or following a holiday, scheduled vacation or other assigned days off.

6. The Board reserves the right to require a medical certificate for any absence in order for the employee to be eligible for sick leave pay.

Normally, the Board will only make such a request when the employee has been absent for three (3) consecutive days or longer. However, the Board also reserves the right to require a medical certificate whenever an employee's pattern of attendance indicates excessive use of sick leave, to determine whether he/she is medically able to return to work, to determine the mental or physical fitness for continued service, or if an unusually high number of employees are absent on any one day. If the Board requires an employee to get a mental or

physical examination from a doctor other than the employee's personal doctor, the Board will pay the expense.

7. It is the responsibility of each employee to report unavailability for work at least one (1) hour prior to his/her normal starting time. Each employee shall, at the time of reporting an absence, state the reason for the absence, and the anticipated length of absence. It shall be the responsibility of the transportation manager or designee to secure a substitute for the absent employee.

B. Bereavement

1. The bargaining unit member shall be granted a maximum of five (5) days of paid leave per death for immediate family members that shall be deducted from sick leave. (Immediate family is as defined in A. 3. above.) When the employee has exhausted all sick leave, the time off will be without pay.

2. In the event of a simultaneous tragedy affecting more than one of the covered relatives listed above, not more than five (5) normally scheduled work days shall be excused with pay, and all such paid days shall be subject to the terms and conditions stated in this section.

3. In any single school year, no employee shall receive more than ten (10) days of bereavement pay as allowed in this section.

C. Personal Business Leave

1. All persons regularly employed by the Board of Education may be granted two (2) personal business leave days per year, non-accumulative, for valid personal business that would be difficult to transact outside the school day, or for other reasons which are of a personal nature that requires his/her presence. Arrangements for such leave shall be made at least twenty-four (24) hours in advance with the transportation manager, except in cases of emergency. Requests shall be made in writing using the form provided. The personal business leave days would not be charged to sick leave.

2. The day immediately preceding, or the day immediately following a legal holiday or school recess (e.g., New Year's Day, Memorial Day, etc.) will not be recognized by the Board as a personal business leave day, except in case of an emergency, as approved by the superintendent. Circumstances presenting unusual circumstances will, upon request, be reviewed by the superintendent or designee to determine whether such time should be granted. These days shall not be used to lengthen a vacation period or to seek other employment. Denial of personal business leave day, when due to an excessive number of drivers being absent on the day requested, or if not in compliance with the restrictions listed in 3 below, is not subject to the Grievance Procedure.

3. This section is meant as a clarification of the general guidelines used in administering the personal business leave day section of the regulations. Personal business leave days may be used for:

- Legal business or court appearance;
- Funeral of non-immediate family;
- Emergency;
- Graduation or wedding of immediate family member;
- Hardship cases will be reviewed and considered individually.

4. Days that are missed due to medical or dental reasons will be charged as sick leave days, not personal business leave.

5. Unused personal business leave days shall be cumulative as sick days the following year. (It shall not be retroactive as personal business leave days.)

D. Special Education/Vocational Education

Special Education and Vocational Education driver's pay for sick, personal business leave and holidays will be based on their average scheduled run time the two (2) week period prior to the pay period, and that time will be used as the average for their sick, personal business leave and holiday pay for the next payroll period. The transportation manager or designee will determine the average run time every two (2) weeks.

E. Terminal Leave

1. For regular bus drivers hired prior to July 1, 2004

- Terminal leave pay will be granted to an employee who terminates from the school system with ten (10) or more years of seniority. Seventy-five percent (75%) of the employee's average daily rate will be paid for each unused day of sick leave, up to the maximum allowable sick leave accumulation limit. The maximum amount will be six thousand two hundred fifty dollars ((\$6,250.00).

For regular bus drivers hired July 1, 2004 or after

- Terminal leave pay will be granted to a driver who retires from the school system with ten (10) or more years of seniority, or who terminates with fifteen (15) or more years of seniority. Seventy-five percent (75%) of the employee's average daily rate will be paid for each unused day of sick leave, up to the maximum allowable sick leave accumulation limit. The maximum amount of terminal leave pay shall not exceed six thousand two hundred fifty dollars (\$6,250).

2. For regular bus monitors
 - Terminal leave pay will be granted to a monitor who retires from the school system with ten (10) or more years of seniority, or who terminates with fifteen (15) or more years of seniority. Seventy-five percent (75%) of the employees' average daily rate will be paid for each unused day of sick leave. The maximum amount of terminal leave pay shall not exceed three thousand seven hundred fifty dollars (\$3,750.00).

F. Vacation

1. Twelve (12) month employees are eligible for vacation days according to the following schedule:
 - First and second years as twelve month employee = Five (5) days
 - Third year and thereafter as twelve month employee = Ten (10) days
2. Vacation days will be computed as of the anniversary date of an employee's assignment to a twelve (12) month position.
3. The employee's vacation pay will be computed using the same process as described in D above.
4. Vacations will be taken in a minimum of daily increments only.
5. All vacations must be scheduled with and approved by the transportation manager.

HOLIDAYS

- A. Employees will be granted the following holidays with pay:

- July 4th (12 month employees only)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Memorial Day

B. Employees must work the last scheduled workday before and the first scheduled workday after the holiday in order to receive pay for the holiday.

- C. Holiday pay will be for the regularly scheduled hours for each employee.

D. No holiday for which an employee is paid and during which the employee did not work shall be considered or treated for purpose of any overtime calculation as time actually worked by such employee.

E. Probationary employees shall not be eligible for paid holidays during their probationary period.

LEAVES OF ABSENCE

A. Subject to the requirements of the Family and Medical Leave Act (FMLA), a leave of absence is a written authorized absence from work for not more than one (1) year and without pay. In compliance with all applicable laws, a leave shall be granted, denied or extended in the exclusive discretion of the Board upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon the application. Only a full-time employee who has worked continuously for the Board for one (1) year or more may be granted a leave of absence.

1. Leaves requested due to illness 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.), a doctor of osteopathy (D.O.), or a practitioner identified in the FMLA.

2. All leave requests shall state the exact date on which the leave begins and the exact date on which the employee anticipates to returning to work.

3. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from employment without recourse.

4. A leave may not commence or end upon the following day's except in the case of an emergency:

- The day before or the day following a holiday.
- The day preceding or following a vacation.

5. Failure to return to work within three (3) days of the date scheduled shall be cause for termination in the sole discretion of the Board.

6. Employees will not be granted a leave of absence to accept employment elsewhere. Acceptance of any employment while on a leave of absence shall result in immediate and complete loss of employment with the board, without recourse.

7. Pregnancy must be treated the same as and illness under this Article.

8. Denial of leaves of absence requests shall not be subject to the Grievance Procedure.

9. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board and the employee.

10. An employee will not accumulate seniority during a leave of absence.

11. An employee returning from a leave of absence of one (1) year or less shall be reinstated to the route he/she held prior to their leave. If, however, during the course of their leave of absence it should become necessary to change or reduce routes in a manner that would directly affect the route previously held, the driver, upon return from the leave of absence, will be allowed to bump into a route according to seniority at the next semester or bid time whichever occurs first.

B. Military Leaves

Military leaves of absence will be handled in accordance with all applicable state and federal laws. Further, it is not the intent of the parties hereto to require that the Board provide any right or assume any duties or obligations, monetary or otherwise, other than those rights, duties, and obligations specifically set forth in applicable federal law.

C. Worker's Compensation

An employee receiving worker's compensation pay will receive the difference between that benefit and the employee's daily rate of pay, utilizing the employee's accumulated sick leave on a pro-rata basis, provided the employee provides copies of check receipts to the District within ten (10) days of receiving the check. Seniority will continue to accrue while on worker's compensation. When accumulated sick leave is exhausted, the worker's compensation leave shall be considered and unpaid leave without Board benefits, sick leave accrual, vacation accrual, holiday pay, etc.

D. Jury Duty

Any employee called for jury duty, or who is subpoenaed to testify on behalf of the Board during work hours in a work related matter, shall suffer no loss of compensation due to his/her required absence from his/her regular duties of employment for the time required. If employees are summoned and report for jury duty, they shall be paid the difference between the amount they receive as a juror and their normal pay, provided they make themselves available for work within their regular work schedule when not occupied for jury duty. It is understood and agreed that employees shall be required to report to work on any days when they are not sitting as a juror. To be eligible for jury duty pay differential, employees must furnish the Board with a written statement from the appropriate public official listing the amount and the dates they received pay for jury duty.

E. Weddings

Employees may apply for an unpaid leave of absence for up to five (5) days to attend the wedding of an immediate family member (dependent, parents, grandparents, brothers, sister and in-law relations in the same categories). The request will be submitted in writing to the Superintendent at least thirty (30) days prior to the requested leave.

The day immediately preceding, or the day immediately following a legal holiday or school recess (e.g., New Year’s Day, Memorial Day, etc.) will not be recognized by the Board as an unpaid leave day, except for circumstances presenting unusual circumstances. Those circumstances will be reviewed by the Superintendent or designee to determine whether such time should be granted.

ATTENDANCE

A. Attendance

The District will monitor attendance patterns, and if a driver uses all their sick and personal business leave days and begins to request to use no-paid days (except for emergency situations, or other exceptions approved by the transportation manager), a progressive form of disciplinary action will be followed.

B. Tardiness or Unreported Absence

Bus driving is dependent upon schedules. Therefore, punctuality is very important. The following procedure will be followed for tardy or unreported absent drivers, in any one school year.

1. First Offense: Warned orally;
2. Second Offense: Written reprimand;
3. Third Offense: Pay dock one-half (1/2) day;
4. Forth Offense: Suspension, two (2) days off without pay;
5. Fifth Offense: Dismissal from employment. This is not subject to the Grievance Procedure.

Emergency reasons for being tardy or not reporting should be reported to the transportation manager immediately and will be considered.

C. Attendance Bonus

1. Any employee who is absent from work two (2) or fewer days in any school year (either sick, personal business leave or unpaid days, or any combination thereof), will receive an attendance bonus payable on the first pay period of the July following said school year according to the following schedule.

- a. Employees who work four (4) or more hours per day =
Five hundred dollars (\$500.00).
- b. Employees who work less than four (4) hours per day =
Three hundred dollars (\$300.00).

2. Any employee who is absent one (1) day or less per semester will receive an attendance bonus payable on the first pay in the month after the completion of the semester according to the schedule below: This is not in addition to the five hundred dollars (\$500.00) or three hundred dollars (\$300.00) above.

- a. Employees who work four (4) or more hours per day =
Two hundred fifty dollars (\$250.00).
- b. Employees who work less than four (4) hours per day =
One hundred fifty dollars (\$150.00).

DICIPLINE, SUSPENSION, DISMISSAL

A. No non- probationary employee will be discharged, suspended, or disciplined without just cause. Written notification for dismissal, suspension or other disciplinary actions shall be sent to the employee and the Association. Among the causes which may be deemed sufficient for immediate dismissal are:

- Conviction of any felony criminal act.
- Disorderly or immoral conduct.
- Bringing intoxicants into or consuming intoxicants on any school property, or reporting for work under the influence of intoxicating liquor in any degree whatsoever.
- Negligence or willful damage to the Employer's property.
- The use of any illegal substance.
- Inability to meet Department of Transportation and/or Department of Education physical requirements for bus driving, in accordance with state and/or federal laws.
- Loss of proper motor vehicle licensing (including CDL).

- Positive result in random drug and/or alcohol testing as required by state and federal law; refusal to be tested; tampering with sample.

Among the causes which may be deemed sufficient for suspension, demotion or other disciplinary action are:

- Unauthorized or excessive absence from work.
- The employee is absent from work for three (3) consecutive days without advising the Board of a reason acceptable to the Board for such absence.
- The employee overstays a leave of absence without advising the Board of a reason acceptable to the Board.
- The employee gives a false reason for requesting a leave of absence or engages in other employment during such leave of absence.
- Incapacity due to mental or physical disability.
- Insubordination.
- Failure to perform assigned duties.
- Violation of any lawful regulation or school district policy or rules.
- Willful violation of any provisions of this contract.
- Falsification of any material information on qualifications.
- Refusal to use the proper equipment provided by the Board.
- The employees falsified pertinent information on his/her application for employment.

The above lists are for illustrative purposes and are not meant to be exhaustive.

B. The Board will make every reasonable effort to utilize a progressive system of discipline following the steps listed below. However, based upon the severity of the offense, the Board or designee reserves the right to implement any step in the process deemed appropriate.

1. First Offense: Verbal Warning;
2. Second Offense: Written Reprimand;
3. Third Offense: Suspension, Demotion or Discharge.

C. Before and employee is suspended or discharged, the superintendent or designee will review there recommendation made by the transportation manager. An exception to this will be if it is necessary to immediately exclude the employee from the work site.

D. All dismissals and suspensions shall be without pay.

E. An employee may be dismissed, suspended or disciplined pending investigation and discussion. If the dismissal, suspension or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay and seniority.

F. If the dismissal or suspension is sustained under the procedures outlined in the Grievance Procedure, the employee shall be deemed dismissed or suspended as of the date of dismissal or suspension.

G. The “empty” sign must be in the driver’s compartment whenever the bus is in use and displayed in the appropriate window of the bus after every run. Driver must check bus for passengers/belongings/vandalism prior to placing sign in window. The **“EMPTY” sign** is to be affixed to the front window of the bus indicating this procedure has been completed and that there are no students left on board.

The following will occur when the **“EMPTY”** sign is not displayed:

First Offense - Sign Placed on Driver’s Seat

Second Offense - Verbal Warning and Write-up Placed in
Transportation Manager’s File

Third Offense - Write-up copied to the Director of Operations
And placed in Employee’s Personnel File

Fourth Offense - Time Off Without Pay

Fifth Offense – Other Discipline up to and Including Dismissal

Leaving a student on the bus will result in immediate dismissal.

- Each school year will start out with a clean slate.

INSURANCE

A. General Conditions

1. The Board shall provide to each eligible employees the insurance plans listed below.
2. All Claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such, any claims disputes are, therefore, not subject to the Grievance Procedure.
3. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and are for fulfilling any requirements established by the insurance administrators or underwriters.
4. The Board, by payment of the premium payments required to provide the insurance coverage, shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters, including, but not limited to benefits, eligibility, commencement and termination of coverage.

B. Bus Monitors

A monitor will receive life insurance in the amount of fifteen thousand dollars (\$15,000.00) with AD & D upon completion of the ninety (90) day waiting period as defined by the insurance carrier contract.

C. Bus Drivers

1. Health Insurance

If a regular driver chooses to participate in a Community Blue PPO health insurance plan with the benefits as described in Attachment A, The Board agrees to provide, for regular drivers working four (4) hours or more per day, or who has an a.m. and p.m. run, an amount equal to up to eight percent (80%) per month of the medical insurance illustrative rate for twelve (12) months' worth of illustrative rates, subject to terms and conditions of the carrier. A regular driver thus shall be entitled to keep their group coverage in effect on a year-round basis. The District shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to: \$5,500 times the number of employees with single coverage, plus \$11,000 times the number of employees with two person coverage, plus \$15,000 times the number of employees with full family coverage.

2 **Life Insurance**

A regular driver will receive life insurance in the amount of fifteen thousand dollars (\$15,000.00) with AD &D upon completion of the ninety (90) day waiting period as defined by the insurance carrier contract.

3. **Flexible Benefit Account**

The Board will provide four hundred dollars (\$400.00) per year for the employee, spouse or dependents to use for dental, vision, or prescription cost reimbursement. The employee is to pay the first twenty percent (20%) of the cost of the service provided. All claims are to be submitted to the Third Party Administrator who will process the payments. This amount does not carryover from one year to the next.

GRIEVANCE PROCEDURE

A. A grievance is a difference between the Employer and the Association/employee, and shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.

B. The time elements in the steps can be shortened or extended by mutual written agreement.

C. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays and any day school is closed due to inclement weather, building problems, unforeseen emergencies, etc.

D. Any grievance not presented for disposition through the Grievance Procedure within ten (10) working days of the date of the occurrence of the conditions giving rise to the grievance shall not be processed.

E. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- The termination of services of or failure to re-employ any probationary employee.
- Employee evaluations.
- Any matter for which there is recourse under state or federal statutes.

STEP ONE

A. An employee alleging a violation of the expressed provisions of this Agreement may present it orally to the transportation manager. In the event an employee desires that his/her association committee member/members be present, he/she shall make his/her request through the transportation manager, and the transportation manager shall send for the association committee representative members.

B. In the event the grievance is not settled orally by the transportation manager within five (5) working days of the meeting, the grievant shall submit the grievance in writing, using the forms provided for this purpose, to the transportation manager within five (5) working days from the receipt of the transportation manager's disposition. The employee and the association committee member shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance, the date of the alleged violation, and the facts upon which it is based, (2) it shall specifically cite the section or subsections of this Agreement alleged to have been violated, and (3) the remedy or correction requested. The transportation manager shall give his/her decision in writing within five (5) working days.

C. If no resolution is obtained or if the decision is unsatisfactory to the grievant, the grievant may proceed to Step Two within five (5) working days of the receipt of the transportation manager's decision.

STEP TWO

A. Any appeal of a decision rendered by the transportation manager shall be presented in writing to the superintendent. The appeal shall state the reason or reasons why the decision of the transportation manager was not satisfactory.

B. The superintendent shall meet with the grievant and representative of the Association at a time mutually agreeable to them, but no later than fifteen (15) working days following receipt of the appeal.

C. The superintendent shall then give his decision in writing to the grievant within five (5) working days of the meeting.

D. If no decision is rendered within five (5) working days of the discussion at Step Two, or if the decision is unsatisfactory to the grievant, the grievant may, within ten (10) working days of the date of the meeting, appeal the decision to the Board of Education.

STEP THREE

Within twenty (20) working days, or at the Board's next regularly scheduled meeting, whichever comes later, the Board shall hold a hearing on the grievance, and shall indicate in writing its disposition within ten (10) working days of the hearing, and shall furnish a copy thereof to the Association and the grievant.

STEP FOUR

A. If the Association is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the period provide above, the grievance may be submitted to arbitration, provided that notice to refer the matter is given to the other party with fifteen (15) working days from the receipt of the Board's written decision at Step Three. The grievance will be submitted to arbitration under and in accordance with the rules of the American Arbitration Association, which shall likewise govern the arbitration

proceedings. Both parties agree to be bound by the award of the arbitrator, and the fees and expenses of the arbitrator shall be shared equally by the parties.

B. Individual employees shall not have the right to process a grievance at Step Four.

C. Neither party may raise a new defense or ground at Step Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than five (5) working days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing, and shall hold a conference at that time in an attempt to settle the grievance.

D. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, to make a decision in cases of alleged violations of the specific Articles and sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

2. The arbitrator shall have no power to rule on the termination of any probationary employee.

3. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one.

4. The arbitrator shall have no power to establish wage schedule rates on new or changed jobs, or to change any wage rate unless it is provided for in this Agreement.

5. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from the employer during the period of back pay.

6. The arbitrator shall have no power to interpret state or federal law.

7. He/she shall have no power to neither change any practice, policy, or rule of the Board, nor substitute their judgment for that of the Board.

8. He/she shall have no power to rule upon the content of an employee evaluation.

9. He/she shall not hear any grievance previously barred from the scope of the Grievance Procedure.

E. More than one grievance may not be considered by the arbitrator at the same time, except upon the express written mutual consent of the parties, and then only if the grievances are of a similar nature.

F. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing, and the award, under no circumstances, shall be based in whole or in part on, or contain a reference to, statutes, decisions, regulations or other extra contractual matters not specifically incorporated in this Agreement.

G. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in any other case.

SUPERVISORS OR MECHANICS WORKING

The transportation manager or mechanics shall be permitted to perform bargaining unit work in the following instances:

1. In an emergency or where regular employees are not available or did not sign up for a run.
2. To instruct or train employees.
3. To fill personnel shortages caused by scheduled employees not reporting for work.

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

A. It is expressly agreed that no provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both the Board and Association. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.

B. There is no understanding or agreements or past practices that are binding on either the Board or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreements shall be binding on either the Board or the Association until the same have been put in writing and signed by both the Board and the Association as either an amendment to this Agreement, or a Letter of Understanding executed by both parties.

C. This contract represents the complete collective bargaining and full Agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof, and any matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the like of the Agreement.

D. The parties acknowledge that during the negotiations which resulted in their Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived by the parties after the exercise of that with and opportunity are set forth in the Agreement. Therefore, the Board 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 covered in this Agreement.

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

PAYROLL AND DEDUCTIONS

A. Employees, at their option, will receive bi-weekly paychecks for either twenty-six (26) or twenty-seven (27) pays, or over ten (10) months for twenty-one (21) /twenty-two (22) pays, or bi weekly using time sheets.

B. Employees may request a direct deposit of their entire paycheck to one or more banks or credit unions with electronic transfer capabilities.

WAGES

Section 1.

A. **Drivers Wages**

B. **Monitor Wages**

| Drivers | <i>2012-2013</i> |
|--------------------|------------------|
| Beginning Driver | \$13.26 |
| Second Semester | \$14.55 |
| Second Year | \$16.24 |
| Third Year or More | \$17.22 |

| Monitors | <i>2012-2013</i> |
|--------------------|------------------|
| Beginning Monitor | \$10.63 |
| Second Semester | \$10.92 |
| Second Year | \$11.21 |
| Third Year or More | \$11.48 |

An employee who has been employed at least twelve (12) weeks in the previous semester, or twenty (20) weeks in the previous year, and completed that semester as a regular employee, will then be placed on the next step as of the beginning of the next school semester or year.

C. A regular driver is defined to be a driver who is scheduled to drive at least one (1) run per day on a regular basis.

D. A regular monitor is defined to be a monitor who is scheduled to monitor at least on (1) run per day on a regular basis.

E. Monitors will be paid an additional fifty cents (\$.50) per hour when responsible for medically fragile students.

F. Runs under one (1) hour duration will be paid a minimum of one (1) hour.

G. When runs do not have a one-half (1/2) hour between them, the driver will be paid straight through.

H. All hours worked in excess of forty (40) hours per week shall be paid at one and one-half times (1-1/2X) the employee's regular hourly rate. In the event that any employee has voluntarily absented themselves from work by using holiday, vacation time, sick leave, or personal business leave days during the regular work week, failed to work forty (40) hours in that week, the Board shall not be liable to the employee for any overtime. The superintendent or designee may only authorize overtime. The Board will not pay the employee for any unauthorized time worked.

I. Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as change herein, be maintained during the term of this Agreement.

J. Longevity

Longevity allowance for each employee will be effective the first (1st) day of the semester following becoming eligible. Employees shall receive longevity pay in accordance with the following:

| Years of Seniority | Longevity |
|---|-------------------------------|
| Ten (10), but less than fifteen (15) | Ten cents (\$.10) per hour |
| Fifteen (15), but less than twenty (20) | Twenty cents (\$.20) per hour |
| Twenty (20), but less than twenty-five (25) | Thirty cents (\$.30) per hour |
| Twenty-five (25) or more | Forty cents (\$.40) per hour |

K. Milan Area Schools will pay the current mandated rate established by the Michigan Public School Employee Retirement System (MSPERS). The Board/s sole obligation is to make payments to MSPERS on behalf of its employees. Employees should consult with ESPERS directly for details on the state retirement system.

STRIKES AND LOCKOUTS

A. It is agreed on the part of the Association that there will be no strike, stoppage of work, or slowdown during the length of the Agreement.

B. It is agreed on the part of the Board that there will be no lockout during the length of this Agreement.

C. In the event of any such violation of this Article, the Association shall endeavor to return the employees to work as expediently as possible by:

1. Notifying the employees that the Association disavows their action.
2. Notifying the employees to cease such action.
3. Taking appropriate action to bring about compliance with the terms of this Agreement.

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

**Milan Area Schools
Board of Education**

**Milan Area Schools
Transportation Association**

Superintendent of Schools

Association Representative

President, Board of Education

Association Representative

Secretary, Board of Education

Association Representative

Date: _____

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