

**AGREEMENT BETWEEN OTSEGO PUBLIC SCHOOLS  
AND  
BUS DRIVERS SEIU - LOCAL 517M, UNIT 23  
2010 - 2012**

**AGREEMENT**

This Agreement is made and entered into on this 10<sup>th</sup> day of March, 2010, by and between the Board of Education of Otsego Public Schools, Otsego, Michigan, (hereinafter referred to as the "Board") and Service Employees International Union, Local 517M, Unit 23, S.E.I.U., (hereinafter referred to as the "Union").

**ARTICLE 1**

**Purpose and Intent**

The purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement. It supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties which are in conflict with the express terms of this Agreement. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

**ARTICLE 2**

**Recognition**

- A. The term "employee" when used herein shall refer to those bus drivers who are included in the bargaining unit. References to male employees shall also be construed to include female employees. The term "Board" when used herein shall refer to the Board of Education and such other supervisors or administrators who have authority to hire, fire, or effectively recommend such action as relates to the employees.
  
- B. If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any reason of subsequent enacted legislation or any decree of a court of competent jurisdiction, the remainder of this Agreement and supplements shall not be affected. By mutual agreement of both parties, the Board and the Union shall enter into collective bargaining for the purpose of negotiating a mutually acceptable replacement for such provisions.

- C. The Board and the Union agree that for the duration of this Agreement, neither shall discriminate against any employee because of race, color, creed, age, sex, nationality or political belief, nor shall the Board nor its agents, nor the Union, its members or agents, discriminate against any employee because of his or her membership or nonmembership in the Union.
- D. For the purpose of this Agreement, regular drivers are defined as those drivers who drive a regularly scheduled route on a day-to-day basis and who are certified by the Board to the Union as "Regular Drivers". Regular substitute drivers are those drivers who are certified to the Union by the Board as "Regular Substitute Drivers" and are those persons who drive in place of regular drivers when regular drivers are not available, due to illness or other absence, to perform their duties.
- E. Whenever students are to be transported in regular school buses, a member of the bargaining unit will be employed to drive the bus, except as provided for elsewhere in this Agreement, in accordance with the selection procedures outlined herein. The Union recognizes the Board's prerogative when, due to emergency or regular extenuating circumstances, there are not sufficient regular or regular substitute drivers available to perform the required work, to use non-bargaining unit employees to temporarily perform bargaining unit work. The Union further recognizes the right of the Board, when due to lack of unit drivers, or when economic considerations make it favorable to the Board, to subcontract the extra trips required for transporting students to sporting or other school events out of town.
- F. All bargaining unit employees shall either join the Union and pay Union dues or not join the Union but pay an equivalent amount as a Service Fee for representation by the Union except as provided herein. In the event that an employee shall not pay such Service Fee directly to the Union or authorize payment through payroll deduction, the Employer shall at the request of the Union, deduct the Service Fee from the employee's wages and remit same to the Union.
- G. All regular substitute drivers shall as a condition of employment either join the Union and pay Union dues, or not join the Union but pay an equivalent amount as a service fee for representation by the Union under the following conditions. Regular substitute drivers electing not to join the Union, who have worked or could have worked fifteen (15) hours or more in said month, shall pay a service fee for representation by the Union equivalent to the Union dues. To determine the hours worked or could have worked for substitute drivers, a roster of said drivers shall be established in descending order of seniority. The supervisor shall record all hours worked in black and all hours that could have been worked in red.

The supervisor shall call for substitutes as the equalization of roster warrants. Substitutes who are not able to work shall be not charged with hours they could have worked if they notify the supervisor as to their unavailability at least twenty-four (24) hours prior to the date of their unavailability, provided, however, that the call which the substitute would have normally received from the supervisor would not cause the substitute to exceed the fifteen (15) hour service fee prerequisite. All substitute drivers' hours will be totaled monthly and posted.

- H. Employees shall have the right to have their dues deducted from their pay. For new employees hired on or after the effective date of this Agreement, the signed dues check-off form shall be furnished to the Board within one (1) week of the date of signature on the form.

During the term of this agreement, the Employer will honor a written authorization signed

by any employee for the deduction of voluntary committee on political education (COPE) contributions. Such written authorizations shall be in a form consistent with Federal law and this Agreement, and shall be in accordance with the standard form submitted to the Employer by the Union. The Employer will cause such voluntary contributions to be remitted at the same time all other remittances are forwarded to the Union, along with a written statement of the names of the employees from whom deductions were made.

- I. For those employees who sign payroll deduction authorization, the Board agrees to deduct from each paycheck, the amount of dues, initiation fees, reinstatement fees, assessments, or fines as certified by the Secretary-Treasurer of the Union, and within fifteen (15) days of the deduction forward such amount with a dues checkoff list to Local 517M.
- J. Employees have the right to withdraw payroll deduction authorization for dues at any time within thirty (30) days' written notice to the Board and the Union.
- K. The Union agrees to save harmless the Board and/or any individual member thereof from any suit or other legal action that may be taken as a result of the Board's compliance with the provisions of Sections F-K of this Article.

### ARTICLE 3

#### **Union Rights and Responsibilities**

- A. A written list of unit officers, committeemen and stewards shall be furnished to the Board within fifteen (15) days after signing of this Agreement. Any changes in such membership shall be transmitted in writing to the Board within fifteen (15) days of such change.
- B. Recognizing that the safety and well-being of students are a paramount responsibility of the school bus drivers, employees shall be expected to exercise reasonable care with respect to the safety of pupils and property and shall discharge their duties and responsibilities to said students and property according to Michigan school laws and Board and administrative policies and directives. Such policies and directives shall not conflict with the provisions of this Agreement or any law of the State of Michigan nor the United States.
- C. The Union shall have the right to use school facilities for meetings providing it has secured the approval of the Board one (1) week in advance. The Union agrees that any additional or unusual expense incurred as a result of such use shall be reimbursed to the Board by the Union.
- D. A bulletin board no smaller than 2' by 3' shall be provided in the bus garage driver lounge area, upon which the Union may post announcements, notices of meetings, results of Union elections and notices pertaining to nominations and elections. The bulletin board shall not be used for political purposes or for purposes other than the above.
- E. Duly authorized representatives of the Union, international, local or unit, shall be permitted to transact official Union business on school property provided that they do not interfere with or interrupt work activities or normal school operation. The Union agrees to advise the Board of such meetings, discussions or other activities that it may wish to transact pertinent to the employees and shall transact such business on the employees' own time and in private.
- F. It is the responsibility of the Union to honor Board policies and administrative regulations. Neither the Union, its representatives nor any member shall direct employees to disregard the instructions or directions of administrators or supervisors so long as such policies, directions, instructions, or regulations do not conflict with the terms of this Agreement or any law of the State of Michigan or the United States. The Union further agrees that in the event of a grievance which is to be processed under the provisions of Article VI herein there shall be no stoppage of work because of such grievance. The Board will make available copies of Board policies and administrative regulations to the Union.

- G. The Union and the Board mutually agree to provide each other with any information which shall be deemed appropriate in the processing of any grievance under the provisions of Article VI herein.
- H. It shall be the responsibility of the individual employee to meet the conditions of employment for bus drivers as required by the State of Michigan Department of Education, and the Board. The Board assumes no financial or other responsibility for any of these requirements except as herein provided.
- I. Each driver is responsible for keeping the Board advised in writing of any change in name or change in address. The driver is solely responsible for any errors or omissions occasioned by his or her neglect in keeping the Board so advised, and any communication addressed to an employee at his or her last address on record with the employer shall constitute notice to the employee of the contents of such communication.
- J. Employees are expected to take advantage of opportunities for continually improving their skills and relationship with their co-workers and with the public.
- K. Drivers are expected to maintain routes, time schedules, and other work assignments as established by the Board.
- L. The Board recognizes and will deal with elected or appointed committeemen, members of the unit, or any representative of the international or local Union in all matters relating to grievances, interpretations of the Agreement, or in other matters which affect, or may affect the relationship between the Board and the Union.
- M. The Union Bargaining Committee shall be composed of a Local Union Representative, the Unit President, Vice President, Secretary-Treasurer and one Steward.

## ARTICLE 4

### **Board Rights and Responsibilities**

The Board, on its own behalf and on behalf of the citizens 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 laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities;
2. To hire all employees subject to the provisions of law, to determine their qualifications for continued employment, to discharge, discipline or demote and to promote, transfer, and retire all such employees;
3. To direct and evaluate the work of its employees, to govern the activities of its employees within the scope of their employment, and to establish policies, rules and regulations to govern school personnel and school activities;
4. To establish school policies, the school calendar, bus routes and time schedules, the hours of work, employee duties, responsibilities and assignments of drivers and other employees, and the terms and conditions of employment not in conflict with this Agreement.
5. The employer agrees to communicate and provide to the Union current and new member information on an annual basis.
  - Member names
  - Addresses
  - Rates of Pay
  - Hire Dates

The exercise of the foregoing powers, rights, authority, duties and responsibilities stated or implied by the Board and the use of the judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the laws and Constitution of the State of Michigan, and the laws and Constitution of the United States.

## ARTICLE 5

### **Discipline & Discharge**

- A. No driver shall be disciplined or discharged without just cause. Any driver called into a meeting with an employer representative who has reasonable belief that the meeting may result in discipline has the right to the presence of a representative of his or her choice at the meeting.
- B. When disciplining an employee, it is agreed and understood that steps of progressive discipline will be followed. Further, it is agreed and understood that there may be a combination or acceleration of such steps in a serious case. Reference Section C below for a listing of steps.
- C. The Union and the Employer recognize that employees are expected to be available for, and to perform, work as scheduled. In the event an employee is found to be violating the intent of this provision, such as misuse of paid/unpaid leave time, the employer may take the following action in addition to nonpayment for the absence:

First Offense - Verbal Warning

Second Offense - Written Warning

Third Offense - Written disciplinary letter and three (3) days suspension without pay

Fourth Offense - Employee is subject to discharge

## ARTICLE 6

### **Grievance Procedure**

- A. Employees are reserved the right to communicate all complaints to the appropriate supervisor or administrator at such time as they shall occur. It being the intent of the parties to encourage the free flow of ideas and comments outside the scope of the Grievance Procedure hereinafter set forth.

Failure to reach a mutually satisfactory adjustment pursuant to the principal of communications hereinabove set forth shall be considered by a grievance committee of the Union and either the complaint will be processed as a grievance or dropped based upon the findings of the Grievance Committee.

- B. A grievance shall be an alleged violation of the expressed terms of this Contract. The following matters shall not be the basis for any grievance filed under the procedure outlined in this Article:

1. The termination of services or failure to re-employ any probationary employee(s).

- C. The Union shall designate a Steward and a Grievance Committee not to exceed three members of the Union. During the processing of a grievance through Level One (1) of the formal procedure hereinafter defined, the Union shall limit its members as parties to a grievance proceeding to the grievants and the Steward or other members of the Grievance Committee as requested by the grievants, and at Level Two (2) the Union representative shall be called in to the Grievance Procedure. The Board may at its discretion appoint any member of the Board as its representative in the Grievance Procedure so long as that appointee has the authority to make final settlement of the grievance at the step of the procedure where such appointee is exercising his/her appointed authority.

- D. For purposes of this Article, days shall mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

- E. **Level One:** An employee believing him/herself wronged by an alleged violation of his/her rights as an employee whether under the provisions of this Contract or not shall within five (5) days of its alleged occurrence or five (5) days of the employee's knowledge of its alleged occurrence, orally discuss the complaint with his/her immediate supervisor (Director of Transportation, or as designated in writing, representative of the Director of Transportation). The supervisor shall give his/her reply to the complainant as soon as possible, but not later than (5) days from the date that the complaint is made to him/her. If the complainant is not satisfied with the answer received from the supervisor or if the supervisor fails to reply, he/she may request a meeting of the Grievance Committee.



The Grievance Committee shall meet within a period of five (5) days from the date of the request of the complainant. The Grievance Committee shall consider the complaint and the supervisor's response or lack of response to the complaint and within five (5) days of the meeting the complainant and the supervisor shall be advised of the committee's decision with regard to the complaint. If the committee's decision is to process the complaint as a formal grievance, the time limits for the formal grievance procedure shall begin on the date of the committee's notification to the supervisor of its intent to process the complaint as a grievance as hereinafter provided.

- F. **Level Two:** The Grievance Committee shall reduce the complaint to writing on forms furnished by the Union within two (2) days of the date of notification to the supervisor of its intent to process the complaint as a formal grievance. A copy of the written grievance shall be filed with the Superintendent with the Grievance Committee's notation attached as to its findings as a result of the action taken at Level One.

Within five (5) days of receipt of the grievance, the Superintendent or his designated representative shall have contacted the grievant and the Union's representative. The Union's representative shall be given a minimum of two (2) day's notice of the date set for the meeting between the grievant, the Grievance Committee, and the Superintendent or his/her designated representative. Within ten (10) days of the meeting with the Superintendent, the Superintendent shall render his/her decision in writing to the grievant(s), the Director of Transportation, and the Union representative, placing one (1) copy of the grievance and his/her response in a permanent file in the office of the Superintendent.

- G. **Level Three:** If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant, the Union may request a mediation meeting. The Union will notify the Superintendent of its intent to submit the grievance to mediation and the mediation meeting will be scheduled as soon as possible. The grievance shall be presented at the mediation meeting which shall normally consist of:

1. State appointed mediator
2. Grievant(s)
3. Representatives of the Board
4. Representatives of the Union

- Note: Either party may include additional representatives who are witnesses to or actual parties to the occurrences which gave rise to the original complaint. Nothing herein contained shall require either party to agree to the recommendation of the mediator.

Should a resolution for this specific grievance be arrived at which is mutually acceptable to both parties, then such recommendation shall be final and binding on both parties as the corrective measure for the specific grievance or grievances which were the cause of the mediation meeting.

Should a resolution of the grievance not be acceptable to the Union, the Union will notify the Superintendent of Schools of its intention to submit the grievance to the Board of Education. Such notification shall be made in writing within fourteen (14) days of the completion of the mediation meeting. Upon receipt of the notification it shall be the responsibility of the Superintendent to place the grievance on the agenda of the next regularly scheduled Board meeting, and to notify the Union of the date, time and place of that meeting.

- H. Level Four: Upon proper notification as specified in Level Three, the Board shall allow the grievant and his/her Union representative an opportunity to be heard at the meeting for which the grievance was scheduled and shall also hear statements from the appropriate school administrators concerning the grievance. A disciplined employee can request said hearing before the Board to be held in Executive Session. Either party may include additional representatives who are witnesses to or actual parties to the occurrence which gave rise to the original complaint.

Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future meetings therein or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Union shall final determination of the grievance be made by the Board more than one (1) month after the initial meeting.

- I. Time Limits: The number of days indicated at each level may be waived by mutual consent of the Board representatives and the Union.
- J. All grievance procedures and investigations by the Union will normally be processed during times which do not interfere with the employees' assigned duties. It is understood and agreed that at any time by mutual agreement such procedures are handled within the normal time of the normal assigned duties and that the employees involved shall suffer no loss of pay.
- K. The Union recognizes the right of each employee to process his/her own grievance to the Board and have the grievance adjusted without intervention of the bargaining representative. The adjustment shall not be inconsistent with the terms of this Agreement and the Union shall have the right to be present during the processing of the grievance and at the adjustment of the grievance.
- L. Back pay adjustments, where applicable, will be limited to the date of the occurrence of the incident which gave rise to the original complaint and to the amount actually lost, with deduction, of all sums earned during the period of discharge if applicable. The Board will have no liability for any special compensation claims except as provided by State or Federal law or the provisions of this Agreement as applicable.

- M. The remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure; provided however, that nothing contained herein will deprive the employee of any legal right which he/she presently has, provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceeding for relief under the provisions of this Article.
- N. The written grievance shall be on a form prepared and supplied by the Union, which will provide the following:
1. It shall be signed and dated by the grievant or grievants.
  2. It shall contain a synopsis of the facts giving rise to the alleged violation.
  3. It shall be specific and indicate the Article, Section or subsections of the Contract alleged to have been violated.
  4. It shall contain the date of the alleged violation.
  5. It shall specify the relief requested.
- O. In the event that the Union fails to file a specific grievance as specified in the time limits provided herein, the specific grievance shall be deemed to be withdrawn by the Union. Should the Board fail to respond to or answer a grievance in the specified time limits provided herein, the grievance shall be automatically moved to the next level of the grievance procedure, notwithstanding the right of either party to a grievance to request an extension of the time limits.
- P. Any non-probationary driver who is disciplined and who feels that such discipline is unwarranted shall, within five (5) days of the date of the incident, file a grievance at Level Two (2) of the grievance procedure.

## **ARTICLE 7**

### **Strikes and Lockouts**

- A. The Union agrees that during the terms of this Agreement and in negotiations for the renewal of this Contract, neither the Union, its agents nor its member drivers will authorize, instigate, aid, condone, or engage in a strike, slowdown or any other concerted interference (including but not limited to "blue flu") with the operation of the employer. The Board shall have the right to discipline up to and including discharge, any employee who participates in, or gives leadership to, any activity prohibited in this Section.
  
- B. The Board will not lock out drivers on any pupil attendance day when school is in session, pupils are in attendance, teachers are in the classrooms, and drivers are fulfilling their responsibility as described in Section A of this Article.

## **ARTICLE 8**

### **Seniority**

A. Seniority shall be defined as follows:

1. Regular Drivers - Total years of service with the Board since his/her original hiring date as a bus driver less such time as the driver was not employed as a bus driver by the Board. No seniority time shall be lost by a driver while on an authorized leave of absence or lay-off for lack of work, but subsequent to the signing of this Agreement, drivers who have quit or been discharged may not regain seniority in the event of rehire. Seniority time shall not accumulate on days that a driver is on lay-off, unpaid leave, or disciplinary suspension. Loss of seniority due to suspension shall be reinstated in the event that the suspension is proved to be unfounded, and the driver is reinstated from suspension with full back pay.
  - a. Drivers hired into the unit as regular drivers shall be considered probationary employees for the first ninety (90) days of work of their employment. Days when an employee does not drive will not be counted toward reduction of probation. While a regular driver is on probation, he/she shall be exempt from Article II, Section F.
  - b. Upon successful completion of ninety (90) days of work, he/she will be entered on the seniority list of the unit and shall rank in seniority from the last date of hire.
  - c. For purposes of this Article any portion of a day worked shall count as a full day of work.
  - d. Employees returning to work at the beginning of a new school year shall have bus and route assignments made at the beginning of the school year according to the order of assignments which were in effect at the end of the previous school year. Route openings caused by employees not returning to work as provided in the provisions herein shall be offered to drivers in order of seniority provided that the driver must have the then present ability to perform the duties and responsibilities of the route to which being assigned with a minimum of training.

- e. When a regular route or assignment becomes available during the school year, notice of the vacancy shall be posted on the bulletin board in the bus garage for five (5) consecutive workdays. All drivers will have the right to apply for such route assignment and applicants will be considered on the basis of seniority, provided that the route shall be assigned to the most senior driver bidding on the route who has the then present ability to perform the duties and responsibilities of the assignment with a minimum of training.
  - f. Drivers who bid on and are awarded a new route cannot bid on a new route opening more than once per semester or for a period of four (4) months, whichever is longer. Drivers who are awarded a new route shall be given a ten (10) day trial period during which they can request to return to their previous route. Drivers may not bid on another route during this ten (10) day trial period. If the driver decides to return to their previous position, the vacancy shall not be reposted but shall follow the same selection process from among the remaining bidding employees.
  - g. Regular drivers shall be given priority consideration for kindergarten runs and other daily runs not considered regular runs. Seniority shall be the major consideration in the selection of drivers for these runs, provided that the drivers selected must have the then present ability to perform the duties and responsibilities of the assignments with a minimum of training.
  - h. When an employee is transferred from one route to another for the convenience of the Board because of absenteeism or other emergency, the employee transferred shall suffer no loss of pay due to such transfer.
  - i. When regular substitute drivers are not available or the Transportation Supervisor feels it is in the best interest of the school district to use regular drivers whose route times allow them to be available to perform substitute duties, an effort will be made by the Transportation Supervisor to contact the available regular drivers in order of seniority.
2. Substitute Bus Drivers - Substitute bus drivers shall be considered for accumulation of seniority under the following conditions:
- a. They have satisfactorily driven for the Board as substitute driver for a period of sixty (60) days of work. Any part of a day worked shall be considered a full day. (Substitute drivers may join the Union upon completion of the sixty (60) days of work probationary period.) While a substitute driver is on probation he/she shall be exempt for Article II, Section F.

- b. Upon satisfactory completion of a probationary period of sixty (60) work days, the employee's name shall be entered on the substitute driver seniority list. Substitute drivers shall accumulate seniority on a “days worked” basis, that is, for each day worked the driver shall accumulate one day of seniority. Any part of a day worked shall count as one day.
- c. When a non-probationary driver makes a transition to substitute driver status, other than layoff, their seniority shall be terminated and this driver shall then begin to accumulate seniority as a new substitute driver.
- d. Selection of substitute bus drivers to train for regular driver duties shall be the responsibility of the Board of Education. The Board shall select the most qualified person who has the present ability and skill required to satisfactorily perform the regular driver duties.

Selection of the most qualified person will be done through an interview process that will include a hiring committee of three people. Two of the members will be selected by the drivers’ union to assist in the evaluation and selection of the new regular driver. Criteria will be established to ensure that we highly consider our qualified most senior substitute drivers for any regular driver position.

- e. When a substitute driver is selected by the Board to train as a regular driver, they shall be allowed a training period that will vary based on their number of days worked as a substitute driver. The training period shall be a maximum of ninety (90) days of work and shall be reduced by the number of days worked as a substitute driver, up to a maximum reduction of sixty (60) days. For example, a substitute driver who has successfully completed their probationary period as a substitute driver would have a training period of thirty (30) work days (90 days total minus 60 days worked as a substitute = 30 days). A substitute driver who had completed 45 days of work as a substitute driver who was then selected to train as a regular driver would have a training period of 45 days of work (90 days total minus 45 = 45).
- f. Substitute drivers who cannot satisfactorily perform the duties of a regular driver during their training period shall be removed from regular driver duties and returned to substitute status, with no loss of seniority as a substitute. Such drivers shall not be considered for subsequent regular driver openings unless the Board deems it appropriate.

3. Any employee's seniority will terminate:
  - a. If he/she is discharged.
  - b. If he/she quits.
  - c. If when notified by registered mail prior to the start of the school year, the employee fails or refuses to advise the employer of his/her intent to return within one (1) calendar week after receipt of such recall notice, or fails to report for work as directed without providing the Board with an acceptable reason for inability to report in advance of the date scheduled to return to work.
  - d. If he/she makes a transition, other than lay-off, to substitute driver status.
  - e. Or as otherwise provided by this Agreement.
- B.
  1. A roster shall be established for extra bus runs and drivers' names shall be entered on the roster in seniority order at the beginning of the school year.
  2. Only drivers who wish to take extra trips shall place or have their names placed on the roster.
    - a. Extra trips will be posted as far in advance as possible, normally forty-eight (48) hours in advance of the time that the trip is scheduled to depart.
    - b. Drivers who are on the trip roster are obligated to inform the supervisor of their availability to take the trip within twelve (12) hours of posting the trip. In the event that drivers fail to notify the supervisor of the name(s) of the drivers who will be making the trip, the supervisor shall assign drivers according to the rotation list.
    - c. The first trip will be offered to the most senior driver whose name appears on the roster. In the event that the first eligible driver has accumulated in excess of forty (40) hours in the week which the trip occurs (Sunday 12:01 a.m. begins the pay period) they shall be ineligible to take that trip. The roster will be followed from that point as it has been in the past, with any drivers in excess of 40 hours ineligible to take trips. (By way of illustration, a driver could exceed 40 hours in cases where they have less than 40 hours of work accumulated during a week and a single scheduled trip is of a duration that takes them past the 40-hour limit. After they have accumulated hours in excess of 40 by taking that trip, they shall be ineligible to take subsequent trips that week).



Drivers of Special Education runs will not normally be allowed to leave their route to take extra trips. However, the opportunity to take extra trips during their normal route times will be rotated among the Special Education route drivers if/when the District determines that it is necessary for them to utilize a Special Education driver to cover an extra trip which occurs during the Special Education regular route time.

In the event that none of the regular drivers take the trip, the trip will be offered to substitute drivers who have elected to take extra trips, in order of seniority. If no one volunteers, the employer may assign any probationary employee or the least senior non-probationary employee to drive the extra trip, except in cases of emergency, the Transportation Supervisor or the bus mechanic may drive the extra trip.

In order to establish regular route routines for the beginning of the school year, it is agreed that regular elementary route drivers will not be offered extra trips during the first two weeks of school if the extra trip would interfere with the driver's regular route. Also, the regular secondary route drivers will not be offered the extra trips during the first one week of school if the extra trip interferes with the driver's regular route and time.

- d. Drivers who no longer desire to take extra trips shall have the right to have their names removed from the roster by providing one (1) week's notice to the supervisor. Drivers who wish to have their names added to the trip roster shall notify the supervisor and shall be entered on the bottom of the roster. Drivers who have previously been on the extra trip list and who have had their name removed may, after providing one (1) week's notice, have their name entered back on the list.
- e. At such time as each driver on the roster has either driven a trip or refused a trip, the next trip offer shall be made to the driver with the most seniority.

Subsequent trip offers shall be made in that order. After all drivers on the trip roster have been offered one trip, the next trip will be offered to the driver with the most seniority.

- f. Drivers shall turn in to the Transportation Supervisor's office their completed trip report at the end of each trip, in no case later than the next workday following the end of the trip. The Union shall appoint a member to assist in maintenance of the trip roster.

- g. The extra trip notification list will be prepared to show:
    - 1. Destination of trip.
    - 2. Purpose of the trip.
    - 3. Teacher or person in charge.
    - 4. Estimated duration of the trip.
    - 5. Date, time and place of departure.
    - 6. Estimated number of passengers per bus.
    - 7. A column where the drivers who actually drive the trip may insert their names.
  - h. Drivers will not receive extra trip pay during any time in which they are receiving regular route pay. That is, they may not be earning regular route pay and extra trip pay at the same time.
  - i. Any bus driving assignments during the summer months shall be offered annually to drivers based upon seniority, providing the employee has the present ability to perform the duties and responsibilities of the assignment with a minimum of training.
  - j. A driver who accepts a trip and then refuses to drive it before the trip goes out, two times, shall have their name removed from the roster for thirty (30) days.
- C. Up-to-date seniority lists for the bargaining unit will be posted on the bulletin board and a set of copies shall be furnished to the Unit President by the Board within two weeks from the beginning of each school year, and within two (2) weeks after any change takes place.

## ARTICLE 9

### **Miscellaneous Provisions**

- A. For the purpose of this Agreement, bargaining unit work is defined as the operation of school buses including the transporting of pupils, administrative and mechanical duties required of State of Michigan certified school bus drivers including checking and cleaning of the buses, preparation of route maps and other documents pertinent to the normal operation of the business.
- B. Non-bargaining unit employees of the Board may be required to perform bargaining unit work when due to emergency situations arising out of unforeseen circumstances or in the instruction or training of drivers. Such unit work shall be temporary in nature.
- C. At the close of each school year, between June 1 and the last pupil attendance day, a driver wishing to return the following year will notify the Director of Transportation in writing. Failure to do so will be deemed a resignation by the driver.
- D. Drivers of Special Education routes will be considered for extra runs after their assigned route is completed. Also, whenever possible, any Special Education runs will be driven by drivers trained for dealing with special needs students. All drivers will be offered the opportunity to attend the training. It is understood that trained drivers will be expected to drive when needed.
- E. The reinstatement rights of any driver who enters into active service with any branch of Armed Forces of the United States shall be in accordance with Act 145 of 1943, as amended, the same being 388.421 of the General School Laws of Michigan.
- F. Employees who are part of the bargaining unit and who are promoted to supervisory positions within the Transportation Department are guaranteed the right to return to a bargaining unit position. Upon return the employee will be restored to the contract rights and seniority status which he/she would have had if he/she had stayed in the Union, providing he/she has been continuously in the employ of the Board.

## ARTICLE 10

### **Leaves of Absence**

- A. A regular bus driver shall, whenever possible, be granted an unpaid leave of absence for a period not to exceed fifteen (15) days. Such leave shall be requested in writing as far in advance as possible, but not later than twenty (20) days prior to the requested beginning date of the leave except in the event of an emergency. If two or more employees request leaves during the same period, the employee with the most seniority shall be granted such leave. No more than one (1) employee shall be allowed leave at one time under the provisions of this Section. The Board retains the right to grant such leaves based on the availability of sufficient drivers to perform the required work. Leave of absence requests will be answered within seven (7) school days.
- B. An employee granted an unpaid leave of absence shall be reinstated to his former position and pay scale upon completion of the leave.
- C. A regular bus driver shall be allowed to take an unpaid maternity leave of absence for a period not to exceed a duration of six (6) months upon request from the attending physician. The leave may be extended to a duration of one year at the discretion of the Board, but the employee's return following the extension will be subject to the availability of an opening for which the driver is qualified.

Such employee must apply for reinstatement to active employment within five (5) working days after being released by the attending physician and shall be recalled to work to her former position within ten (10) working days from such application, and returned to the same salary from which she left. Any person filling a regular six (6) month maternity leave position shall enjoy employment rights only for the duration of such leave. Any employee failing to apply for reinstatement within ten (10) days following release from the attending physician shall forfeit any and all rights to return to work.

- D. 1. Regular bus drivers who are absent from duty because of personal illness shall be allowed up to ten (10) days paid sick leave per school year with a maximum accumulation of 110 days. Regular drivers who drive Special Education routes for 210 days/year will receive two (2) additional days of sick leave. It shall be expressly understood that sick leave days are not days to which drivers are entitled as a matter of course, but are to be used only in the event of illness. The number of sick leave days will be prorated when less than one year has been worked. Sick leave taken shall be counted only for actual routes missed.
  - a. Proper notification of illness shall be given as directed by the Board. Proof of illness signed by a physician may be required at any time.

- b. In the event of absence of an employee for illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by a physician.
  - c. All unused accumulated sick leave shall be paid upon retirement at the following rates: Effective 7/1/03 - \$6.00 per day
2. Paid sick leave days outlined above shall be afforded regular bus drivers for sickness or accidents which prevents his/her attendance at work. Three (3) days may be used for illness in the immediate family. Additional days may be granted by the Superintendent. For purposes of this section, immediate family shall be defined as spouse, child or parents (in-laws). A medical certificate may be required before use of such paid sick leave is authorized.

Paid sick leave may be used for doctor and dental appointments, to be granted at the discretion of the supervisor.

A notice of sick leave accumulation will be given to each driver in September of each year.

3. Regular bus drivers suffering from extended illness or injury may be granted unpaid extended sick leave to a maximum of twelve (12) calendar months when such leave is requested by the attending physician. Such leaves may not be added to other leaves except when it is granted as an unpaid extension of paid sick leave.
- a. Upon return from sick leave an employee shall be reinstated with no loss of seniority or route preference.
  - b. At its discretion, the Board may, at its expense, require an employee to submit a physical or mental examination by an appropriate physician to determine whether involuntary sick leave is warranted.
4. Up to three (3) days of accumulated sick leave allowance may be used for a death in the immediate family. The immediate family shall include father, mother, spouse, children, brothers, sisters, grandparent(s), grandchild(ren), mother-in-law, father-in-law, brother-in-law and sister-in-law. Unpaid leave in the same amount will be granted in the event of the death of other in-laws or in the event the employee has used all sick leave. Upon request, an unpaid extension for two (2) days may be added to bereavement leave when the employee must travel more than 200 miles one way to attend the funeral.

5. An employee who is absent because of an injury or illness incurred in this place of employment for which he/she is receiving Worker's Compensation, shall receive from the Board the difference between the Worker's Compensation payment and his/her regular pay to the extent and until such time as such employee shall have used up any so-called "sick leave" provided herein.
6. One (1) day a year may be approved for personal business leave. Personal business means an activity that requires an employee's presence during working time and is of such nature that it cannot be attended to at a time other than working time. Time used as personal business leave shall be deducted from accumulated sick leave.

A request for personal business leave, including a general reason for the necessity of the leave, must be submitted in writing at least one (1) week in advance. Personal business days shall not be used for recreational or social purposes. In an emergency, a shorter notice may be accepted. Personal business leave will not normally be granted for the day preceding or following holidays or vacations.

The personal leave day may be taken in blocks of one regular trip for each trip regularly driven (a.m., p.m., or Kindergarten) or as a complete day, but shall not include extra trip pay for any extra trips which might have been scheduled for the day on which personal leave is taken.

7. The employer agrees to grant unpaid Union leave not to exceed four (4) days per year. Not more than two (2) employees may be granted Union leave at one time. The leave may be used for attendance at conventions, workshops, schools and other similar activities related to the representation of the employees covered by this Agreement. A request for Union leave shall be made in writing not less than two (2) working days prior to the leave.

## ARTICLE 11

### **Layoff and Recall**

- A. If the employer determines that a reduction in staff is necessary, the following procedure will be followed:
1. The employer will layoff probationary regular bus drivers as it deems required, provided there are regular bus drivers with seniority and the then present ability and skill to satisfactorily perform the duties of laid-off employees, unless their position and/or runs are being eliminated.
  2. In the event the Employer determines that layoffs are still necessary, regular bus drivers with seniority shall be laid-off in inverse order of seniority (least senior first), provided there remains senior regular bus drivers with the then present ability and skills to satisfactorily perform the duties of laid-off employees unless the positions and/or runs are being eliminated.
  3. Any bumping necessitated by layoffs shall be done on the basis of seniority provided each bump shall be of the least senior driver with equal hours to their daily assignment, or a lesser senior driver with fewer hours to their daily assignment.
  4. In the event 20% or more of the driver's regular route is eliminated, the employee shall be allowed to bump as per Article 11, Section A.3. Regular routes shall be defined as those transporting children from home to school and from school to home.
- B. There shall normally be, if possible, a notice of layoff of at least fourteen (14) calendar days.
- C. Regular bus drivers with seniority shall be recalled by registered mail notice, in inverse order of layoff, provided said persons have the necessary skills to perform the duties required of the open bargaining unit position. It shall be the responsibility of the driver to have his/her most current mailing address on file with the District. Recalled drivers must possess the minimum qualifications for the position to which they are being recalled at the time of recall. The employee shall be deemed to have voluntarily severed his/her employment from the District and forfeits all rights to recall if he/she fails to report to work, respond to the call, or meet the minimum qualifications. The employer's recall obligation as described herein shall expire after the fourteenth (14th) month of layoff.

## ARTICLE 12

### **Wages and Hours**

- A. See Appendix A for rate of pay for 2010-11 for the duration of this contract, there will be a salary re-opener for the 2011-12 contract year.

The job classification and applicable rate of pay as set forth herein Appendix "A" shall remain in full force and effect for the duration of this Agreement.

- B. Drivers shall be paid for all hours spent in required attendance at Michigan School Bus Driver Training Courses providing they complete the minimum training requirements. Payment shall be at the rate of \$11.00/hour effective July 1, 2003. Said payment will be made within one (1) month of the employer's receipt of proof that such requirement has been met. Payment shall not exceed twelve (12) hours per three (3) years unless the supervisor grants additional hour(s), not to exceed four (4), during this period, based on the reasonableness of the employee's excuse.
- C. From time to time employees will be required to attend meetings of drivers when called by the employer and will be paid at the rate of \$7.40/hour while in attendance at these meetings. Drivers will not be paid for meetings requested or scheduled by employees or by the Union.
- D. For all "Act of God" days allowed by the State Legislature, each regular driver will be paid his/her daily route pay providing the regular driver drove his/her regular route the previous day. Substitute drivers who are filling a long term position (defined as an assignment covering the same route for a minimum of three consecutive days), will also receive the same "Act of God" benefit as regular drivers, providing the substitute drove the route the previous day

All subsequent days lost to inclement weather and/or "Acts of God" will be made up according to the annual school calendar at the end of the school year. Driver will not be paid for these days that are scheduled but not operated due to "Acts of God". Drivers will be paid for the make up days.

- E. Time and a half (one and one half times their extra trip rate of pay) will be paid to drivers when they are required to drive on Sunday. Double time will be paid on these Board designated holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Regular drivers who are not required to work on Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day and Memorial Day shall receive a paid holiday at an amount equal to their regular daily wages.



- F. Time and one-half (1-1/2) shall be paid for all hours worked in excess of twelve (12) hours in any one day or forty (40) hours in any one pay week. Time not worked but compensated for (sick days, snow days, etc.) shall not be considered as time worked when computing overtime.
- G. On trips that extend overnight, drivers shall be compensated for actual driving time at the extra trip rate. Lodging expenses and meals shall be paid by the Board based upon the actual lodging cost and meals as provided in Section H. Receipts must be turned in to the transportation Supervisor. Non-driving time expended on overnight trips shall be compensated at a flat rate of thirty-two dollars (\$32).
- H. Drivers on extra trips will be reimbursed for meals required to be purchased away from home when approved by the Transportation Supervisor.

The maximum reimbursement would be:

Breakfast - \$3.50 (provided the trip leaves prior to 9:00 a.m. Monday – Friday,  
or 7:30 a.m. on weekends)

Lunch - \$4.60 (provided they are driving between 11:00 a.m. - 1:00 p.m.)

Dinner - \$6.70 (provided they are driving between 4:00 - 6:00 p.m.)

Receipts for such meals must be presented to the employer with the trip ticket. Money due drivers will be paid to them within five (5) school days after the receipts are presented to the employer.

- I. The driver will pay for the first CDL license he/she acquires as a bus driver at Otsego Public Schools. The school shall reimburse the cost of the CDL license after the first license so long as the employee is a driver at Otsego Public Schools.

## ARTICLE 13

### **Safety and Health**

- A. As a condition of employment, all employees must satisfactorily pass a pre-employment physical examination in accordance with Section 53 of the Pupil Transportation Act of 1990. Thereafter employees shall be required to satisfactorily pass a physical examination on an annual basis. The aforementioned examination shall be at the expense of the Board and by a physician designated by the Board if they have completed their probationary period. In case of probationary employees, they shall bear the expense and shall be reimbursed upon satisfactory completion of their probationary period and upon presentation of paid receipts. In the event that a Driver chooses to have the physical performed by a physician other than the physician designated by the Board, the Board shall pay up to a maximum of \$50.00 toward the cost of the examination.
- B. The employee must immediately advise the Board of any injury sustained by a student, him/herself, or any other person when the vehicle entrusted to him/her is involved. Damage to vehicles must also be reported as it is incurred. Employees shall be required to fill out report forms made available by the employer.
- C. All employees shall observe all reasonable safety rules and shall use such safety devices or equipment as provided by the employer. The employer shall provide a paid inservice class for all employees once a year, to be arranged by the Transportation Supervisor.
- D. 1. Regular Drivers will be permitted to participate in school group health and hospitalization insurance and those who can participate shall have payroll deductions made to pay for same. For regular drivers with more than three (3) years of seniority, from original date of hire as a driver, who participate in the Board's hospitalization insurance program as follows:

#### MESSA CHOICES II

Beginning with the 2010-11 School Year, employees who receive the single subscriber rate for health insurance will pay \$50 toward their monthly premium for the following plan benefits:

\$200/\$400 Deductible  
\$10 Office Visit  
\$10/\$20 Rx Drug Co-Pay

For 2011-12, the rates will be agreed upon during salary negotiations.

The district and bargaining unit agree to continue to research other insurance options. However, at no time during the course of this contract will any plan be implemented that will require the employees to pay a greater percentage amount than is currently in effect.

The Board shall contribute toward single-coverage, for those who do not qualify from another source of insurance with some or all of the premiums paid by a third party; for example, a spouse's employer. The employees may apply this amount toward full family or employee and spouse coverage. The employee's portion of hospitalization insurance costs will be prorated from each pay period over the ten months of the school year starting with the first pay period of the school year. Should a driver become covered under a spouse's plan, he/she is required to notify the OPS Administration Office immediately. The Driver will be responsible for reimbursing the District for the cost of the monthly premium for the time that dual coverage was in effect.

2. The Board will reimburse all regular employees for the cost of eye exams and glasses or contacts up to a maximum of \$150.00 per calendar year.
3. For those regular drivers not participating in the health insurance program described above, the Board shall contribute an amount not to exceed \$5/month per regular driver toward \$25,000 Group Term Life Insurance. The above coverage is subject to acceptability by the carrier.

**ARTICLE 14**

**Jury Duty**

A regular driver who is called for jury duty or to give testimony before any legal, judicial or administrative tribunal and providing that it will not apply to any cause in which the employee is the party to the action shall be compensated for the difference between their normal salary and that which they received for performance of such duty, less reimbursed expenses and travel allowance.

**ARTICLE 15**

**Termination**

This Agreement shall become effective July 1, 2010 and remain in full force and effect until the 30th day of June, 2012 and from year-to-year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement on this 10th day of March 2010.

**SEUI, LOCAL 517M, UNIT 23**

**OTSEGO BOARD OF EDUCATION**

\_\_\_\_\_  
President/Business Manager

\_\_\_\_\_  
President

\_\_\_\_\_  
President of Unit

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Vice President of Unit

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Sec./Treas. of Unit

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Union Steward of Unit

\_\_\_\_\_  
Superintendent

**APPENDIX A**

**Wages for Bus Drivers**

Wages for regular daily routes will be established on an hourly basis as follows:

<b><u>Years of Experience</u></b>	<b>H O U R L Y    R A T E S</b>	
	<b><u>2010-11</u></b> <b><u>+ 2%</u></b>	<b><u>2011-12</u></b>
Probationary Period & Subs.	\$15.97	To be determined
End Probationary - 5 years	16.88	“
6-10 years	17.12	“
11-15 years	17.37	“
Over 15 years	17.60	“

A minimum of one hour's pay will be allowed for each regular daily route plus time added for gassing, cleaning, etc.

- A. The Board will pay the required State contribution for the retirement program.
- B. Transporting students for classes outside the District on a regular daily basis will be paid at the driver's regular hourly rate of pay.
- C. Drivers of extra trips will be paid at the rate of their regular hourly pay for the first hour of trips less than 100 miles round trip and at the rate of their regular hourly pay for the first two (2) hours of trips 100+ miles round trip. Each additional hour of all trips shall be paid at the rate of \$9.50.
  - 1. If an extra trip is cancelled too late for a driver to take their regular runs the driver shall receive their regular run pay but shall not be eligible for a make up trip.
  - 2. If a trip is cancelled and needs to be rescheduled, the driver assigned first to drive the trip shall have the option to drive the trip when it is taken. If the trip is cancelled and is not rescheduled, the driver shall be assigned the next posted trip that has not been assigned. Make up trips for Special Education drivers shall be the first trip they are eligible to drive.
- D. Regular drivers for special runs for special education students whose transportation requires a special trip required by law, shall be paid at the regular driver's hourly rate as determined by his or her seniority.
- E. The Otsego/Plainwell Special Education run would be allowable within 20 minutes

before or after completion of the route.

- F. Drivers of daily routes will have ten (10) minutes added to their route time for each regular run, with a maximum of twenty (20) minutes per day for the purpose of gassing, cleaning, and servicing their buses.
- G. Otsego Public Schools participates with the Automatic Clearing House (ACH) for direct deposit of paychecks. Employees wishing to have any or all of their paycheck directly deposited in their check/savings account or to pay loans at any banking institution must complete the necessary paperwork in the Business Office.

**REMOVE THIS TEMPORARY COVER PAGE  
AND INSERT ALL OTHER PAGES  
INTO CONTRACT BOOK FOLDER.**

**OTSEGO PUBLIC SCHOOLS**

**and**

**BUS DRIVERS' UNION  
SEIU – LOCAL 517M, UNIT 23**

**MASTER AGREEMENT**

**2010 - 2012**