

AGREEMENT

between

DELTON KELLOGG SCHOOL DISTRICT

327 North Grove Street

Delton, Michigan 49046

and

Delton Kellogg Bus Drivers Association  
(The Employees)

11295 Wildwood Road  
Shelbyville, MI 49344

JULY 1, 2016 - JUNE 30, 2019

**TABLE OF CONTENTS**

ARTICLE I..... 1  
    Association Recognition ..... 1  
    Association Membership ..... 1  
    Visitation, Use of Facilities and Posting Notices..... 1

ARTICLE II  
    SENIORITY AND PROBATION..... 2  
        Seniority ..... 2  
        Probationary Period..... 3

ARTICLE III..... 3  
    LAY-OFF AND RECALL..... 3

ARTICLE IV..... 5  
    VACANCIES, TRANSFERS, PROMOTIONS ..... 5  
        Posting of Vacant Positions ..... 5  
        Filling of Vacant Positions..... 5  
        Miscellaneous Items Related to Vacancy/Transfers/Promotions..... 7  
        Transportation Vacancies..... 7

ARTICLE V..... 7  
    JURISDICTION AND CONTRACT WORK ..... 7

ARTICLE VI..... 8  
    WORKING CONDITIONS ..... 8  
        Work Hours/Week ..... 6  
        Discipline and Discharge ..... 9  
        Non-Discrimination ..... 11  
        Employee Safety ..... 12  
        Transportation ..... 12

ARTICLE VII ..... 15  
    GRIEVANCE PROCEDURE..... 15  
        Procedure ..... 15  
        Powers of the Arbitrator..... 16

ARTICLE VIII ..... 17  
    COMPENSATION ..... 17  
        Wage Scales ..... 17  
        Benefits ..... 20

ARTICLE IX..... 23  
    LEAVES OF ABSENCE..... 23  
        Sick Leave..... 23

Other Leaves of Absence with Pay .....	24
Leaves of Absence Without Pay .....	25
ARTICLE X.....	27
MANAGEMENT RIGHTS .....	27
ARTICLE XI.....	27
SCOPE, WAIVER AND ALTERATION OF AGREEMENT.....	27
ARTICLE XII .....	27
TERMINATION AND MODIFICATION .....	27
APPENDIX.....	29
LABOR-MANAGEMENT COMMITTEE .....	29

## ARTICLE I

### A. Association **Recognition**

1. The Employer hereby recognizes the ~~Union~~ as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

2. The term "employee" as used herein shall include all persons who drive a regular assigned route transporting students of the District, excluding substitutes and supervisors.

3. The employees covered by this Agreement are a bargaining unit distinct from other employees.

### B. Association **Membership**

1. The ~~Union~~ agrees that it will make membership in the Association is available to all employees covered by the Agreement on the equal terms and conditions voluntarily, and without regular dues.

2. If any provision of this Article is invalid under Federal or State law, such provision shall be modified to comply with the requirements of said Federal or State law.

### C. ~~Visitation~~, **Use of Facilities and Posting Notices**

1. The Association shall have the right to use school to meet and transact business, consistent with policies adopted by the Board for use of its facilities, and have the right to post notice of its activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building. The Association may use the inter-office mail service and e-mail for communications.

2. If any provision of this Article is invalid under Federal or State law, such provision shall be modified to comply with the requirements of said Federal or State law.

## ARTICLE II

### SENIORITY AND PROBATION

#### A. **Seniority**

Seniority shall be defined as the amount of service accumulated within the district as an employee within the bargaining unit since the last date of hire.

Time spent on lay-off and approved leaves of absences shall not constitute a break in seniority. No experience credit for the purpose of entitlement to any other benefit under this Agreement shall accrue during unpaid leaves. Seniority shall apply to eligibility for longevity; lay-off and recall; eligibility/assignment for "extra trips" and routes; allocation of some sick days or vacation; in some cases.

The Board shall maintain an up-to-date seniority list for each of the recognized classifications. The lists shall show the name, date of hire, job location and title, by seniority ranking, of each bargaining unit member. If two (2) or more employees were hired on the same day, their names shall appear on the seniority list as determined by the drawing of lots at a drawing at which they had the opportunity to be present.

The seniority lists will be updated no later than September 15<sup>th</sup> of each year, and a copy provided to each Association member. The seniority lists, as provided by the Employer, shall be conclusively presumed to be accurate if no objection(s) is received within two (2) calendar weeks of their issuance.

An employee shall lose seniority in the event:

1. He/she is a seniority employee discharged for cause and is not reinstated through the Grievance Procedure;
2. He/she retires;
3. He/she quits;
4. He/she is on lay-off for more than two (2) years;
5. He/she is on sick leave for more than twelve (12) months, or the length of his/her seniority, whichever is less.

#### **B. Probationary Period**

All regular employees, excluding substitutes and those employees not in the unit shall be probationary employees until they have completed forty-five (45) workdays of employment. Upon notice to the probationary employee and to the Association, the District shall have the right to extend an individual's probationary period for thirty (30) work days where more time is needed to assess the individual's work performance. During the probationary period, employees may be terminated at the sole discretion of the Board. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive.

A bargaining unit member who has completed a probationary period in a

classification, and is awarded a vacancy in a different classification, shall serve a trial period of twenty (20) workdays in the new classification. During that twenty (20) work day trial period, the employee will receive the probationary wage, unless the probationary wage would mean a pay decrease from their previous position, in which case they will maintain the higher rate from their previous job, until through with the probationary trial period. If both the Employer and employee have deemed the trial period satisfactory, the employee will then receive the non-probationary wage. At any time during the trial period, either party may elect to have the employee return to their former position.

A bargaining unit member who has completed a probationary period and is awarded a vacancy in the same classification shall serve a trial period of ten (10) workdays in the new assignment. At any time during the trial period, either party may elect to have the employee return to their former position.

During any trial period, the District has the right to fill the opening created by the transfer of the successful bidder with a substitute until the trial period is completed.

### **ARTICLE III**

#### **LAY-OFF AND RECALL**

A. 1. In the event of a need to lay-off bargaining unit employees, the lay-offs shall be within a classification in the following order:

a. Probationary employees;

b. Least senior employees;

B. Notice of lay-off shall be provided as follows:

1. During the school year: Thirty (30) working days' notice prior to the effective date of lay-off.

2. During the summer months: Two (2) weeks prior to the effective date of lay-off which is considered to be the start of the new school year.

C. Employees on lay-off shall be recalled in the following manner:

1. In inverse order of lay-off

2. An employee having seniority shall be eligible for recall for a period of two (2) years from the effective date of their lay-off. An employee shall not be entitled to bump or be recalled to positions outside the bargaining unit or outside any

classification in which they have seniority under this Agreement.

## ARTICLE IV

### VACANCIES, TRANSFERS, PROMOTIONS

A. A "vacancy" shall be defined as: a new bargaining unit position; or an opening created by the resignation, retirement, termination, transfer, promotion or other separation of a bargaining unit member, including a leave of absence exceeding ninety (90) days.

#### B. Posting of Vacant Positions

1. Notice of all vacancies shall be posted on employee bulletin boards, and given to an Association Representative.
2. Each notice of vacancy postings shall be posted for five (5) school days

#### C. Filling of Vacant Positions

1. All vacant regular runs will be bid at the August orientation meeting. Drivers will receive at least five (5) working days' notice prior to the meeting.

2. All school year vacancies will be filled at a bid meeting held five (5) days after the vacancy is posted.

3. Drivers who make application will be selected on the basis of seniority as recorded on the seniority list, and the route awarded to the most senior driver who makes application. Two (2) drivers may share a mid-day run with the understanding that the seniority of the most senior driver will be used when awarding the mid-day run based on seniority. It is a requirement that one of the two (2) drivers shall fulfill the responsibilities of that assignment every day unless excused by the Transportation Supervisor, who shall be notified at least twelve (12) hours in advance, or as soon as possible, about who is driving each day.

4. Shuttle route Substitutes shall be seniority members of the Association, and shall be selected on the basis of seniority as recorded on the seniority list, and the route awarded to the most senior driver who makes application.

54. If a route is eliminated or abolished at any time, the Driver losing the abolished route may bump as his/her seniority permits. However, a Driver will be allowed one (1) bump per abolished route per school year. Driver changes affected by the bumping process will be held until all subsequent bumping is completed and all assignments can be made at one time. The Driver of the abolished route will be temporarily assigned to a route determined by the supervisor

until the bumping process is completed.

D. A “promotion” shall be defined as a bargaining unit member being promoted to a supervisory position.

1. Any bargaining unit member promoted will have their unit seniority frozen at the point they change positions.

2. Within twelve (12) months, the employee may request to return to the unit and will be assigned to the next vacancy they are qualified to perform, or their previous position if available. After twelve (12) months, the employee shall lose their seniority.

F. **Miscellaneous Items Related to Vacancy/Transfers/Promotions**

1. The Employer has the right to establish, evaluate, change and eliminate positions. Provided the action on the part of the Employer shall not be directed toward reducing the pay rate of the job in which no substantial change in the position has occurred.

2. When a new, revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, the Employer has the right to develop and establish such new or revised job descriptions, rates of pay, and to place them into effect. The Employer will notify the Association of such new or changed job description, and will meet with the Association to discuss the classification and negotiate the rate of pay within thirty (30) days. Whenever a new position is made operational, the Employer shall establish the job description.

1. All vacant regular runs will be bid at the August orientation meeting. Drivers will receive at least five (5) working days’ notice prior to the meeting.

2. All school year vacancies will be filled at a bid meeting held five (5) days after the vacancy is posted.

3. Drivers who make application will be selected on the basis of seniority as recorded on the seniority list, and the route awarded to the most senior driver who makes application.

4. If a route is eliminated or abolished at any time, the Driver losing the abolished route may bump as his/her seniority permits. However, a Driver will be allowed one (1) bump per abolished route per school year. Driver changes affected by the bumping process will be held until all subsequent bumping is completed and all assignments can be made at one time. The Driver of the abolished route will be temporarily assigned to a route determined by the supervisor until the bumping process is completed.



## ARTICLE V

### JURISDICTION AND CONTRACT WORK

Employees of the District not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instruction, training, experimentation or in cases of emergency.

The parties agree that if any provision of PA 112 of 1994 affecting this Agreement is repealed, the affected Articles of this Contract are immediately reopened for negotiations.

## ARTICLE VI

### WORKING CONDITIONS

#### A. **Work Hours/Week**

1. The normal work week shall consist of Monday through Friday.

2. "Part-time employees" are those working twenty-seven (27) to forty (40) hours per week and less than a full year, and "limited part-time employees" are those working twenty-six and nine-tenths (26.9) hours or less per week and less than a full year.

3. Time and one-half (1-1/2X) the employee's regular rate of pay shall be paid for hours worked in excess of forty (40) hours in any work week. All overtime must have the prior approval of the employee's immediate supervisor.

4. Saturday, Sunday and Holiday "Extra Trips" shall be paid two (2) hours minimum, and time and one-half.

5. Employees unable to report for work shall call their immediate supervisor as soon as possible.

6. Part-time employees working four (4) or more consecutive hours shall receive one (1), fifteen (15) minute break, and those working six (6) hours or more shall receive two (2), fifteen (15) minute breaks.

7. Evaluations will be conducted for all employees by their immediate supervisor, at least annually.

#### B. **Discipline and Discharge**

1. When the Employer feels disciplinary action is warranted, such action must be

taken within ten (10) working days of the date it is reasonable to assume that the Employer becomes aware of the conditions giving rise to the discipline.

2. Dismissal, suspension and/or any other disciplinary action shall be for just and stated causes, and shall be corrective and progressive in nature, with the employee having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Association. All dismissals and suspensions shall be without pay. No suspension shall be effective for a period of more than ten (10) days without the prior approval of the Board of Education

3. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employees. The private and personal life of any employee is not within the appropriate concern or attention of the Board, except to the extent that it adversely affects the employee's ability to perform his/her assignment.

4. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory, and without regard to race, creed, religion, color, national origin, age, sex, marital status, height, weight or disability. Any allegations of discrimination based upon the above criteria shall be subject to the Grievance Procedure in this Agreement, through the Board level, but shall not be subject to arbitration.

5. Employees are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that any employee may reasonably refuse to carry out an order which threatens physical safety or well-being.

6. An employee shall at all times be entitled to have present a representative of the Association when said employee is being disciplined. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present, provided, however, that the meeting need not be delayed beyond forty-eight (48) hours for such representative to be present, and in no event shall the Board be restricted from taking such protective action as may be necessary to protect the rights of students and others pending the holding of such disciplinary meeting.

7. Written and signed complaints against an employee shall be given to the employee prior to the inclusion of such material in the employee's personnel file. The employee may submit a written notation regarding evaluative material, including complaints, and such response shall become a part of the employee's personnel file. Disciplinary action for attendance issues that are more than twenty-four (24) months old shall not be considered as a part of progressive discipline.

8. Non-probationary employees are subject to discipline for just cause. Dismissal

of probationary employees shall not be subject to the Grievance Procedure. Before disciplinary action is taken, a fair and objective investigation will be made in an attempt to determine all facts involved in any potential disciplinary action. The Association and bargaining unit members will cooperate in any such investigation. Bargaining unit members and management recognize that discipline is corrective action and will work together to ensure that corrective action takes place. To that end, discipline shall be progressive except in cases of gross misconduct. The nature of an unacceptable conduct at issue and the employee's disciplinary record affects whether the normal progressive steps shall be strictly followed. All disciplinary action shall be subject to review under the Grievance Procedure. All information forming the basis for disciplinary action shall be made available to the employee and also to the Union upon the written request of the employee.

9. An employee will have the right to review the contents of all personnel records pursuant to the Bullard-Plawecki Employer Right-to-Know Act, and to have a representative of the Union accompany him/her in such review.

10. The following corrective discipline steps shall be followed:

**Step One-Verbal Warning**

A discussion will be held in a private setting. The fact that the discussion has been held will be noted in the employee's personnel file. The employee may attach a statement of rebuttal regarding the discussion.

**Step Two-Written Reprimand**

When a written reprimand is necessary, it shall be completed by the supervisor and shared with the employee during a private conference. The employee may attach a statement of rebuttal which shall be included in the personnel file.

**Step Three-Suspension without Pay**

After Step Two, if there is no marked improvement, the employee may be suspended for up to five (5) consecutive work days. The written record of the suspension will be completed by the employee's immediate supervisor, reviewed by the Superintendent, and placed in the employee's personnel file.

**Step Four-Discharge**

If unacceptable conduct persists or is severe in nature, the employee will be eligible for termination. The reasons for termination will be given in writing to the employee with the notice of termination. The employee will have the opportunity to have a hearing with his/her immediate supervisor and the Superintendent.

**C. Non-Discrimination**

The School and the Union both recognize their responsibilities under Federal and State laws pertaining to fair employment practices, as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, age or sex.

**D. Employee Safety**

The Employer will make readily available material safety data sheets regarding any products being used. The Employer will provide the safety equipment necessary to be in compliance with State and Federal regulations. The Board shall furnish legal counsel to an employee if such employee is assaulted in the discharge of his/her duties, provided the employee shall have promptly reported any such assault to the Administration, and provided further that the employee has first exhausted any insurance which provides for same.

E. During his/her term of office, the Association's Steward Representatives shall be deemed to head the seniority lists for the purpose of lay-off and recall only, provided he/she is qualified to do the required work. Upon termination of his/her term, he/she shall be returned to his/her regular seniority status.

**G. Transportation**

1. A regular driver is any driver who has an assigned run. An Extra Trip is any other driving assignment.
2. Regular drivers hired after 7/1/2000, who have an assigned route of only a morning or only an afternoon run, will accumulate one-half (1/2) day seniority per day.
3. All mandatory meetings, except routine staff meetings, will be paid at the Extra Trip rate.
4. Drivers will be reimbursed for meals purchased on any trip of four (4) or more hours, provided they present a receipt for the meal. Reimbursement shall be for the cost of the meal but no more than: Breakfast -six dollars (\$6.00), Lunch - eight dollars (\$8.00), and Dinner - ten dollars (\$10.00).
5. The School reserves the right to change routes at any time after consultation with the affected driver(s).
6. If due to a shortage of drivers it becomes necessary for the Bus Mechanic,

Mechanic II, or Transportation Supervisors to be utilized as a bus driver, he/she may bump the shortest route driver to a different route so he/she can return to the garage in the shortest time possible. "A shortage of drivers" will not be used to supplant any regular driver.

7. Historically, the Transportation Supervisor has shared (or had the right to share) in the performance of bargaining unit work. Nothing in this Agreement shall limit the District's right to continue the assignment of such work to the Transportation Supervisor.

**8. Extra Trips**

- a. All extra trips shall be driven by the regular bus drivers. The availability of drivers and arrangements for extra trips shall be at the discretion of the Transportation Supervisor.
- b. All drivers interested in extra trips will sign a roster which shall be posted in September and January of each year. The extra trip driver rotation list will be posted the first day of school and updated as changes occur. Any driver refusing more than two (2) extra trips will be removed from the roster until the next sign-up opportunity. During Winter and Spring breaks, a driver refusing a trip will not be penalized, but will not be rotated in the usual manner. A driver signing the roster for the initial time need not wait for the sign-up time.
- c. Extra trips will be equalized between drivers signing the roster as near as possible.
- d. Extra Trips will be posted daily, five (5) working days in advance of the trip, and any trip posted less than two (2) working days prior to the trip will activate an additional one (1) hour pay for the driver who accepts the trip.
- e. If there are more than one (1) trip on any day, the trips will be arranged in order by time, the earliest trip first, the others in successive. Extra trips will be posted to the names in order as they appear on the roster. No names will be skipped or otherwise listed out of order, except as provided in (i) below. If a conflict occurs, it will be the responsibility of the driver to make sure there is a driver for all trips posted to his/her name. In the event a driver has a scheduled absence, it is the driver's responsibility to request that his/her name be skipped for that rotation. Every attempt will be made to accommodate a driver who is absent because of an emergency leave or illness.

- f. Any driver not notified of an extra trip cancellation at least one (1) hour in advance of the scheduled departure, and they are not able to drive their regular run, will receive two (2) hours extra trip pay, and will not be charged for the trip.
- g. Drivers will be notified if the extra trip is a “Drop and Return” or “Stay with the Group” assignment. If the trip is a “Drop and Return” the driver will be given a definite time for the pickup by the Transportation Supervisors, and the intervening time will be unpaid. “Stay with the Group” trips will have all driver time compensated at the extra trip rate.
- h. All extra trips will be assigned to drivers listed on the “Extra Trip Roster”. When no driver on the Extra Trip Roster is available, the Transportation Supervisor will offer the trip to drivers (by seniority)not on the Extra Trip Roster. If all drivers decline to drive an extra trip, the supervisor will offer the trip to qualified regular run substitute drivers. If all drivers decline to drive extra trips, the Transportation Supervisor will assign said extra trips to the available senior drivers in inverse order of seniority.
- i. Whenever a trip is cancelled for any reason, the driver shall be put back into the roster line-up without losing place.
- j. If an extra trip cannot be covered using the above procedures outlined in (h) above, the district shall be allowed to then offer the trip to qualified volunteer drivers.

9. All drivers shall be at the bus garage twenty (20) minutes before school dismissal time.

10. Drivers shall be paid for up to six (6) “Act of God” days. School cancelations (Act of God days) are those where school is canceled or early dismissal or delayed due to unusual circumstances. When the time lost exceeds the state allowance for student time, any further missed time will not be compensated, and the missed hours will be made up at a later time. Any change in pertinent state law will automatically re-open this provision for re-negotiation.

11. The driver is responsible to keep the windows and interior of his/her bus clean on a daily basis during the regular driving days.

12. Each bus will be washed by a driver at least every eighteen (18) driving days.

Drivers may bid for bus washing duties as determined by the supervisor. The top senior driver who bids shall be assigned bus washing duties, with the next senior driver who bids being the substitute. Bus washing duty shall be paid the bus washing.

13. District personnel shall make every good-faith attempt to have someone at the telephone during all regular driving hours.

14. All regular buses shall be equipped with two-way radios.

15. When a question arises concerning the qualifications or capability of any driver to safely operate a school bus, or the failure of any driver to adhere to the policies of the District or laws of the State of Michigan or the terms of this Agreement, the driver shall be removed from his/her route until satisfactory corrective measures have been taken.

## ARTICLE VII

### GRIEVANCE PROCEDURE

A claim by a non-probationary employee that there has been a violation, misinterpretation or misapplication of any express language of this Agreement may be processed as a grievance as hereinafter provided.

#### **Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Any grievance not appealed within the designated time periods shall be considered settled. Failure to respond by the Administration within the designated time period will move the grievance to the next step.

The following grievance steps shall be the exclusive Grievance Procedure utilized by the employees. The aggrieved shall have the right of Association representation on any or all steps of the Grievance Procedure.

#### **Step 1.**

A. An employee having a grievance shall present it orally to his/her supervisor within five (5) working days following the occurrence of the complaint, or the time the grievant reasonably should have learned of the event.

The supervisor will have five (5) working days to respond to the grievance.

B. If the complaint is not settled at Step 1(A) within five (5) working days, the employee and Union Steward shall commit the grievance to writing, and submit the written grievance to the immediate supervisor. The grievance shall list the alleged violation and relief sought. The supervisor shall respond within five (5) working days. If the decision is unsatisfactory to the employee, the grievance will be appealed to Step 2.

### **Step 2.**

The written grievance will be appealed to the Superintendent of Schools within five (5) working days of the supervisor's written response. The Superintendent shall have ten (10) working days to investigate the grievance and respond in writing to the Union Steward.

### **Step 3.**

If the decision at Step 2 is unsatisfactory to the Association, the grievance shall be appealed to the Board of Education within five (5) working days. The Board of Education shall investigate and respond in writing within ten (10) working days. The Board of Education may submit the grievance to a committee at their discretion with the ultimate decision being rendered by the full Board.

\* Prior to Step 4 and upon mutual agreement, the issues involved may be submitted for non-binding mediation to the Michigan Employment Relations Commission prior to arbitration. A mediation agreement requires the consent of both parties.

### **Step 4.**

If the grievance remains unresolved at the conclusion of Step 3, it may be submitted for arbitration. The request for arbitration shall be made within ten (10) working days of the Board's decision. In the event the parties cannot agree on the choice of an arbitrator within ten (10) working days after receipt of the notice of the intent to arbitrate, the parties shall obtain a list of nine (9) arbitrators from the M.E.R.C. The arbitrator shall then be selected from said panel by each deleting one (1), in turn, until only one (1) name remains.

### **Powers of the Arbitrator**

It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

A. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

B. In rendering decisions, an arbitrator shall give due regard to the responsibility of management, and shall so construe the Agreement that there will be no interference with such



responsibilities, except as they may be specifically conditioned by this Agreement.

C. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

D. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

E. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that they may have received from any source of a like nature during the period of the back pay. No decision in any one case shall require a retroactive wage adjustment in any other case, unless previously agreed to by both parties.

F. Where no compensation and/or fringe benefit 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. The costs of the arbitrator shall be paid by the losing party. Should a split decision occur, the costs shall be shared equally by the Association and the Board.

G. He/she shall not rule on an issue involving employee evaluations.

## ARTICLE VIII

### COMPENSATION

#### A. Wage Scales

\*For each school year 2016-2017, 2017-18, 2018-19, if teachers receive a percentage increase, reopen to discuss wages and benefits.

	Hours	rate of pay 2016-17	rate of pay 2017-18
Reg Run AM	guaranteed 1.75 hours/ day	14.46	14.60
Reg Run PM	guaranteed 1.75 hours/ day	14.46	14.60
Bus Washing	straight calculation of hours	10.81	10.92
Instruction	straight calculation of hours	10.9	11.01

Shuttle Run	straight calculation of hours	10.81	10.92
Athletic Extra Trip	straight calculation of hours	10.81	10.92
Athletic Extra Trip drop off	straight calculation of hours	10.81	10.92
Field trip Extra Trip	straight calculation of hours	10.81	10.92
Field Trip Extra Trip drop off	straight calculation of hours	10.81	10.92
Athletic In Lieu of reg run	1st hour is at 25.34 then goes to straight calculation at 10.81	25.34/10.81	25.56/10.92
Field Trip In Lieu of reg run	1st hour is at 25.34 then goes to straight calculation at 10.81	25.34/10.81	25.56/10.92
Car x 2 hr	guaranteed 2 hrs	10.5	10.61
Car Sub	guaranteed 2 hrs	9.85	9.95
Saturday	straight calculation of hours	16.14	16.22
Sub rate for AM or PM runs	guaranteed 1.75 hours/ day	14.14	14.28
Battle Creek Area Math and Science Run	guaranteed 7.5 hours/ day	10.81	10.92
Battle Creek Area Math and Science Short Run	guaranteed 2hours/ day	10.81	10.92

## 1. Transportation

- a. Incentive pay will be paid for morning, afternoon, and kindergarten runs each pay day, provided the employee drives each of his/her regularly scheduled runs during the preceding pay period except as follows:
  - (i) When assigned an extra trip in lieu of a regular trip, the driver will receive incentive credit missed due to the extra assignment.
  - (ii) A driver using funeral leave or business leave shall not be charged incentive credit.
  - (iii) A driver shall not be charged incentive credit until he/she has used either a second sick day or unpaid day within the same

pay period.

- b. Any regular run driver who is asked to transport a sports team along with their regular run will receive one-half (1/2) hour additional pay at the extra trip rate.
- c. In addition to the above, each driver will receive a one hundred thirty dollar (\$130.00) stipend per year for the performance of regular off the road duties to be paid in two (2) installments, the first pay of February and the last pay in June. In the event a driver leaves the employ of the District, a pro-ration of the stipend shall occur.

2. **Longevity**

All employees shall receive longevity benefits payable in the first pay in December:

After five (5) years of service                      Ten dollars (\$10.00) per year of service

B. **Benefits**

1. **Insurance**

a. **Health Insurance Transportation Employees**

It is agreed that health insurance benefits may be offered to eligible employees and their dependents that work on average 30 or more hours per week or the equivalent of 130 hours or more per month for the contractual year as mandated by the Affordable Care Act. Federal poverty line safe harbor -- Your coverage will be affordable if the employee's cost for self-only coverage under your plan does not exceed 9.5% of a monthly amount determined as the federal poverty line for a single individual in the state in which the individual resides, divided by 12. You are permitted to use the federal poverty line guidelines in effect six months prior to the beginning of the plan year.

d. **Life Insurance**

The Board shall provide seven thousand five hundred dollars (\$7,500.00) in life insurance to each member employee driving at least two (2) runs per day. The carrier to be selected by the Board.

- (i) Life insurance premiums to be paid for a twelve (12) month

period beginning October 1<sup>st</sup> and ending September 30<sup>th</sup>, provided the employee completes his/her full scheduled work year.

- (ii) If an employee fails to complete the full work year, the Board's obligation shall terminate at the end of the last calendar month of employment.
- e. The Board's responsibility to provide insurance coverage on behalf of eligible employees as set forth above, and coverage referenced herein, is offered specifically subject to the rules and regulations of the State and various insurance carriers and/or underwriters.
- f. The Board will establish a Section 125 plan. This plan will have Premium Contribution Plan, Medical Spending Account Plan, Dependent Care Account Plan and a Cash Option Plan. The Board will choose the third party administrator of this plan.
- g. Each employee not selecting the health insurance option will receive a two hundred fifty dollars (\$250.00) per year stipend. After the open enrollment period, employees not electing to place the money in a 125 plan will receive a lump sum payment on October 1<sup>st</sup> of each year. Cash in Lieu of payment must meet ACA compliance requirements.

### **3- Holidays**

- a. The following days shall be recognized as legal holidays on which the Employer will not normally schedule work. Employees shall receive one (1) day's pay for each holiday if the holiday falls within his/her normal work week and year. Holidays falling on Saturday, the preceding Friday will be observed, and if the holiday falls on Sunday, the following Monday will be observed.
  - (i) Independence Day\*
  - (ii) Labor Day
  - (iii) Thanksgiving Day
  - (iv) Friday after Thanksgiving

- (v) Christmas Eve Day
- (vi) Christmas Day
- (vii) New Year's Eve Day
- (viii) New Year's Day
- (ix) Good Friday\*\*
- (x) Spring Break (2)
- (xi) Memorial Day
- (xii) President's Day\*\*

\* Fifty-two (52) week employees only

\*\* If a regular school day is not scheduled

- b. To be eligible to receive holiday pay hereunder, an employee must have worked the entire scheduled day preceding and the entire scheduled day following the holiday; unless the holiday falls during an employee's vacation or the employee was excused from work in writing by the Employer.
- c. Eligible employees shall be paid a sum equal to their regularly scheduled work day.

#### 4. **Required Physicals**

The District will reimburse an employee for physical examinations which are required by law, not to exceed the amount charged by the District's designated physician(s).

### **ARTICLE IX**

#### **LEAVES OF ABSENCE**

##### **A. Sick Leave**

1. All regular, part-time, and limited part-time employees who work ten (10) or more days per month will be granted one (1) day sick leave per month during the months they work

for the District. Employees on leave or layoff will not be granted sick days. Work days in June and August will be totaled to meet the ten (10) day requirement. School year Employees will be able to earn a maximum of nine (9) sick days per year.

2. All sick days awarded shall be equivalent to the hours of a regularly scheduled work day. An example would be: an employee working two (2) hours per day shall receive two (2) hours pay for their sick day.

3. The unused portion of the yearly sick leave allowance shall accumulate: up to one hundred (100) sick days for regular hourly workers, up to ninety (90) sick days for part-time and limited part-time hourly employees

4. All employees reaching their accumulated sick day cap will be paid twelve dollars (\$12.00) per day at the end of the school year for any unused sick days in excess of their cap.

5. Sick leave can be used in increments of one-half (1/2) day or full day leave due to: employees' illness, disabling accident, or emergency dental or doctor appointments. Up to five (5) days per year for illness or disabling accident in the "immediate family". (See B[4] "Funeral Leaves")

6. The School may request verification of illness or injury from a medical provider.

7. Records of sick leave accumulated and taken shall be available to the employee or the Associations upon request.

## **B. Other Leaves of Absence with Pay**

### **1. Business Days**

a. There will be an allowance of four (4) half (½) days for Personal Business.

b. Restrictions

The employee will submit their request for Personal Business leave to their supervisor at least one (1) full day before the requested time off; Personal Business Day(s) will not be granted for the day preceding or following holidays, vacations, or the first or last day of school; no more than ten percent (10%) of each classification will be absent on Personal Business on a work day, and the request will be granted on the earliest time the request was made. Cancellations shall be in reverse order of receipt.

- c. The Superintendent may grant a waiver of the restrictions in emergency situations.
- d. Annually unused Business Days will be added to the individual's accumulated sick leave bank.

**2. Jury Duty**

- a. A leave of absence may be granted an employee called for jury duty when prompt notification is given by the employee.
- b. Restrictions

With proper documentation, the School will pay the difference between the employee's daily salary and the jury fee paid by the court, not including expenses; the employee must return to work whenever their attendance is not required in court.

- c. The District retains the right to request the employee be excused from jury duty.

**3. Court Appearance**

- a. Paid leave will be granted to an employee called as a witness, or subpoenaed to testify in court, in any case directly connected with their employment with the School District.

**4. Funeral Leaves**

Up to a maximum of three (3) days leave without loss of pay may be allowed on the occasion of a death in the immediate family, four (4) days if out of state. "Immediate family" shall be defined as grandparents, , step-mother, step-father, mother and father of spouse, brothers and sisters of employee and spouse, grandchildren, and step-grandchildren. In the event of the death of a spouse, mother, father, child or step-child, the maximum leave will be five (5) days.

**C. Leaves of Absence Without Pay**

Any employee, upon written application to the Superintendent, may request a leave of absence without pay not to exceed twelve (12) months. No long-term leave of absence will be granted without the approval of the Board of Education. Leaves of absence without pay may be granted for the following reasons: physical or mental disability, illness in the immediate family, child care, military.

1. All requests for leave under this Section will be submitted to the Superintendent in writing at least thirty (30) days prior to the requested leave, or as soon as possible in an emergency, and will specify the beginning and ending dates of the leave and the purpose of the leave.

2. Upon return from a leave of less than ninety-one (91) work days, the employee will be reassigned to the same position they held prior to the leave (if the position still exists). If the leave extends beyond ninety (90) work days, the employee will be restored to a position which he/she is qualified, able to perform, or has position seniority sufficient to bump another employee. Compliance with the above standards shall be considered as restoration to an equivalent position, unless it is denied due to reduction in staff pursuant to the Lay-off and Recall Article of this Agreement.

a. For the purpose of this Article, "day" will mean the regularly scheduled work day of the employee at the time the leave was taken.

3. The Board may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Board for purposes of: verifying the leave request, to evaluate fitness for duty, to comply with State and/or Federal statutes, required periodic examinations, or to assess an employee's fitness to return to duty. The Board shall pay the cost of any physical or mental examination required under this Article.

4. Family and Medical Leave Act request for unpaid leave due to illness, disability, or family member medical care, as defined by the Family and Medical Leave Act, will be granted and taken concurrently with all District leave benefits. These leaves will be granted to the extent the employee is eligible for a leave under FMLA. The parties intend that the provisions of the FMLA, including Board and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. This provision does not confer greater rights or benefits to the Board or bargaining unit member than those granted under the Family and Medical Leave Act, unless specifically enumerated in this Agreement.

5. Except as may be otherwise required by the FMLA, an employee taking unpaid leave shall be responsible for payment of insurance premiums (to the extent continuation of coverage is available under COBRA) during the length of such leave, if the employee desires to continue the coverage provided under this Agreement.

#### **6. Military Leave**

An employee shall be granted a leave of absence for the purpose of enlistment, conscription, or recall to active service in the military forces of the United States.

### **ARTICLE X**



## MANAGEMENT RIGHTS

All aspects of the control and operation of the affairs of the School District are the responsibility of the Board of Education, or their designees. All rights, responsibilities and interests which have not been expressly granted to the Association by the provisions and terms of this Agreement are expressly reserved to the Board of Education or their designees.

### ARTICLE XI

#### SCOPE, WAIVER AND ALTERATION OF AGREEMENT

A. This Agreement shall be binding upon the parties hereto, their successors and assigns.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Employer.

B. 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 and conditions herein.

C. 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 immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

### ARTICLE XII

#### TERMINATION AND MODIFICATION

A. This Agreement shall continue in full force and effect until **June 30, 2019**.

B. If either party desires to terminate this Agreement it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year, thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current anniversary date of termination.

C. If either party desires to modify or change this Agreement it shall, ninety (90) days prior to the termination date or any subsequent anniversary date of termination, give written notice of amendment, in which event the notice shall set forth the nature of the amendment or amendments

desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the and if to the Employer, addressed to Delton Kellogg School District, 327 North Grove Street, Delton, MI 49046, or to any other such address the Union or the Employer may make available to each other.

E. The effective date of this Agreement is **July 1, 2016**.

In Witness Whereof: the parties hereto have caused this instrument to be executed.

**DELTON KELLOGG SCHOOL**

**Delton Kellogg Bus Drivers Association**

**DISTRICT  
327 North Grove Street  
Delton MI 49046**

**11295 Wildwood Road  
Shelbyville, MI 49344**

  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
Association

8-21-17  
Date

8-24-17  
Date