

MASTER AGREEMENT

Between the

East Jordan Board of Education

and the

East Jordan Bus Drivers

2007-2008

2008-2009

2009-2010

2010-2011

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LENGTH OF AGREEMENT

The terms of this Agreement shall remain in effect from July 1, *2007* through June 30, *2011*.

RECOGNITION

The Board of Education of the East Jordan Public School District (hereinafter called the Board) hereby recognizes the East Jordan Bus Drivers Group as the sole and exclusive bargaining representative for all Bus Drivers in the East Jordan School District, but excluding all supervisory and executive personnel, and all other employees of the East Jordan Schools.

The term employee when used hereinafter in this Agreement, shall refer to all employees represented by the group in the bargaining unit.

PROBATIONARY PERIOD

All new personnel shall have a ninety (90) day probationary period (not including summer vacation), before they are eligible for insurance benefits.

SENIORITY

- A. Seniority shall be defined as length of service within the district, as of the bargaining unit member's first working day. When a bargaining unit member leaves a seniority classification his/her seniority shall be frozen in that seniority classification. When he/she returns to the bargaining unit the seniority will be unfrozen.
- B. There shall be no seniority among probationary employees until satisfactory completion of the probationary period, at which time seniority shall be retroactive to the date of hire as a bargaining unit member.
- C. A bargaining unit member shall lose seniority rights if he/she retires, resigns or is discharged, and is no longer an employee of the district.
- D. A new bargaining unit member shall be considered to be probationary until he/she successfully completes ninety (90) work days in the district.
- E. In the case of more than one individual bargaining unit member beginning employment on the same date, the supervisor's written evaluations and other appropriate criteria will be used by the Board to make a final decision on which employee shall be senior. All Board decisions shall be final and binding.

PERSONAL BUSINESS DAYS

At the beginning of each school year, each full time employee shall be granted two (2) personal business days to conduct personal business which cannot be conducted outside regular work hours. Personal business days shall not accumulate from year to year. The use of personal business days shall be subject to the following conditions:

- A. A request must be made in writing to the superintendent at least 48 hours prior to the day requested. Exceptions to this provision may be made at the discretion of the superintendent.
- B. Personal business days shall not be used for the following purposes:
 1. Recreation
 2. Child-care
 3. Economic activity or gain
 4. Personal business days may not be taken the day before or the day after a holiday or weekend or the first day of the school year or the last day of the school year. A personal business day may be taken before or after a weekend if a substitute is available.
 5. Exceptions to the above provisions in emergency situations may be granted on a case-by-case basis by the superintendent whose decision shall be final.

DOCK DAYS

Dock days are discouraged by the Board and by the bus drivers. In the event that a driver requests a dock day(s) to conduct personal business not covered elsewhere in this Agreement, the following provisions shall apply:

1. Requests for dock days shall be submitted to the bus supervisor.
2. The bus supervisor shall have the sole authority for granting/denying the request. Requests for an excessive number of days shall not be granted, nor shall any request be granted for which driving duties cannot be covered by a certified and qualified substitute driver, or in cases where granting such a request places an undue level of additional responsibility on the other bus drivers or the bus supervisor.
3. In the event that a request is approved, the driver utilizing the dock day(s) shall be financially responsible for the day(s), as follows:
 - The driver shall be docked for 1/180th of his/her base pay. In the event that the school calendar has been modified to reflect less than 180 days, the docked portion shall be equal to the number of days of scheduled instruction (for example, 1/175th, 1/177th, etc.).
 - The driver shall be docked for 1/365th of the total annual cost of his/her fringe benefit package, as outlined on pages 11 and 12 of this Agreement.

PAST PRACTICES

It is mutually understood and agreed that all previous Agreements are null and void, this being the only Agreement between the parties. All past practices shall be considered null and void effective the date of this Agreement.

SICK LEAVE

Sick days must be earned before they can be taken. Full time personnel to receive one (1) sick day per month worked. Sick leave to accumulate from year-to-year to a maximum of one hundred (100) days. Regularly scheduled part-time personnel to receive a pro-rated share in accordance with hours worked per day. After three (3) days of illness the Board may require a physician's statement.

SICK LEAVE BONUS

Personnel not using more than two sick leave days per year (days used for bereavement shall not be counted in the two days) will be compensated in a lump sum payment according to the following schedule:

<u>Days Used</u>	<u>Bonus</u>
0	\$75
1	\$55
2	\$35

Payment shall be made prior to August 1st annually. For purposes of the bonus program, personnel using a sick day (1/2, 1/3, etc.) shall receive prorated compensation. Sick leave bonus payments shall in no way affect the number of sick days accumulated by the employee.

CHAUFFEUR LICENSE

The driver will pay for his/her first chauffeur license. Following the probationary period chauffeur licenses are to be paid for by the employee and the district will then reimburse the employee for the cost of the license during the term of employment.

LEAVES OF ABSENCE

Leaves of absence with pay, not chargeable against the employee's allowance, for personal illness, shall be granted for the following reasons:

1. A maximum of five (5) days per death in the immediate family of the employee or the employee's spouse (the immediate family is defined as the spouse, children, parents or brothers and sisters).
2. Absence when an employee is called for jury service or is subpoenaed as a witness in court. The employee will be paid the difference between the daily salary and the court paid fee. The employee must present the court payment voucher to qualify for payment under this section.

Leave of absence with pay chargeable against the employee's allowance, for personal illness, shall be granted for the following reasons:

1. A total of three (3) days per calendar year for critical illness in the immediate family (as defined above).
2. Time necessary for attendance at the funeral service of a person, whose relationship to the employee warrants such attendance in the opinion of the superintendent. The superintendent's decision shall be final.

LIMITED HOURS

Drivers are not to work over forty (40) hours per week, however, in emergencies the bus supervisor has the authority to authorize a driver to work more than forty (40) hours per week.

SENIORITY AND EXTRA TRIPS

The seniority system shall apply to the assignment of extra trips. The bus supervisor will keep a list of drivers by seniority. This list will be used as a revolving system for assigning trips. If a driver is not available for the bus supervisor to reach, the next man on the list will be called. The bus supervisor shall have the authority to make extra trip assignments not based on seniority in emergency situations and when extenuating circumstances preclude seniority. In the event that a driver shows up for a scheduled extra trip that was cancelled without notification to the bus garage, the driver shall be compensated three (3) hours of "show up" time.

REGULAR ROUTES

Regular routes will be assigned on the basis of seniority.

EMPLOYEE EVALUATION

- A. It is understood that the evaluation process includes assessment of the driver's total job performance and may in part be based upon job-related conduct which has not been personally observed by the evaluator.
- B. Evaluations shall be reduced to writing and a copy given to the driver not later than March 1st on an annual basis. Evaluations shall be based on a period of time that adequately samples a driver's work, and shall be completed by the Transportation Supervisor.
- C. Following each formal evaluation, which shall include a conference with the evaluator, the driver shall sign and be given a copy of the evaluation report. The driver's signature shall not be construed to mean that he/she agrees with the contents of the evaluation and, if so desired, he/she may submit additional written comments to the evaluation as an attachment. All written evaluations are to be placed in the driver's personnel file.
- D. If the evaluator believes a driver is doing unacceptable work, the reasons therefore shall be set forth in specific terms in the written evaluation. Further evaluations will include whether or not improvement has taken place.

OTHER PROVISIONS

- A. The supervisor will keep a record on each driver as to any and all complaints. A copy of any serious complaint will be given to the driver, and one will be maintained in the driver's personnel file only after a hearing has been held between the supervisor and the driver. Drivers may also write a reply to any serious complaints.
- B. A driver accumulating three (3) points on their driving record shall be notified by the bus supervisor that they are placed on "conditional" status. Any driver accumulating six (6) points shall be terminated as a bus driver.
- C. Substitute drivers shall not be eligible for fringe benefits.
- D. Probationary drivers will not be included on the extra trip list until after the first year of employment, however, they may drive extra trips if a regular driver is not available.
- E. This agreement can be modified by mutual agreement of the parties.

SNOW DAYS

The parties agree to continue their past practice of compensating bus drivers on days when school is closed due to inclement weather, severe storms, fires, epidemics or other conditions beyond the control of school authorities, however, if the foregoing cancelled days may not be counted by the school district for purposes of receiving State Aid and meeting the number of State-mandated days, then any and all such days shall be rescheduled and bus drivers will be required to work on those rescheduled days with no additional salary paid to the bus drivers.

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this Agreement.
- B. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants.
 - 2. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - 3. It shall cite the section or subsection of the Agreement alleged to have been violated.
 - 4. It shall specify the relief requested.

Any written grievance not in accordance with the above shall be considered withdrawn.

LEVEL ONE

An employee believing him/herself wronged by an alleged violation of the express provisions of this Agreement shall, within three (3) working days of the alleged occurrence orally discuss the grievance with the bus supervisor in an attempt to resolve same.

If no resolution is obtained within two (2) working days of the discussion, the employee shall reduce the grievance to writing and proceed to Level Two.

LEVEL TWO

A copy of the written grievance shall be filed with the transportation director. Within three (3) working days of the receipt of the grievance, the bus supervisor shall meet with the grievant to discuss the grievance.

If no resolution is obtained within two (2) working days of the discussion, the employee shall proceed to Level Three.

LEVEL THREE

The grievant may appeal to the Superintendent by filing a copy of the written grievance with the Superintendent.

If no resolution is obtained the employee may proceed to Level Four.

LEVEL FOUR

The grievant may appeal to the Board of Education by filing a copy of the written grievance with the Secretary of the Board. The Board shall allow the employee to be heard at a meeting with a Board Committee. The decision of the Committee shall be final and binding.

BOARD RIGHTS

The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by this Board. Not by way of limitation but by way of addition, the Board reserves unto itself, all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited by express provisions of this Agreement and applicable State of Michigan Public Acts. Rights reserved exclusively by the District without prior negotiations with the Bus Drivers either as to the taking of action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, equipment, operations and to direct the working forces and the affairs of the employer.
2. Continue its rights and past practice of assignment and directions of work of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operations, the means, methods and process of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualification of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings and departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

8. Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

IN WITNESS WHEREOF, we have set our hands and seals this *17th* day of September, *2007*.

For the Bus Drivers:

For the Board of Education:

Marty Carey, Negotiator

Kevin Keane

Cindy Bennett, Negotiator

R.A. Hansen, Superintendent

Subscribed and sworn to before me on this *17th* day of September, *2007*.

Brian Olszewski, Notary Public
Charlevoix County, Michigan
My commission expires: July 27, 2008

SCHEDULE A

Note: Base Contract, Extra Trips, the High School Run and the Limited Stop Shuttle are based on an increase of **1.5% in 2007-2008**. Increases in **2008-2009, 2009-2010** and **2010-2011** will be the same % increase given to the certified staff, multiplied against the prior year amounts.

Description	2006-2007	<i>2007-2008</i>	<i>2008-2009</i>	<i>2009-2010</i>	<i>2010-2011</i>
Regular Route <i>(26 Stops or More)</i>	\$ 8,355	\$ 8,480			
Swing Route <i>(16-25 Stops)</i>		\$7,040			
Limited Stop Shuttle <i>(15 Stops or Less)</i>	\$ 5,516	\$ 5,599			
Mileage	.39	.40	.40	.40	.40
Extra Trips	\$ 13.48	\$ 13.68			
Substitutes	\$ 25.00	\$ 25.00			
High School Run	\$ 5.47	\$ 5.55	\$ 5.55	\$ 5.55	\$ 5.55
<i>In the event that unusual changes in individual route stops or miles occur, the parties agree to meet to determine the appropriate route designation, based on the changes/circumstances.</i>					

- A. In the event that the school calendar has been modified to reflect less than 180 days, the **regular route, swing route and limited stop shuttle route** amounts identified above shall be reduced by an amount equivalent to the **regular route, swing route and limited stop shuttle route** pay divided by 180 days, multiplied against the number of days reduced.
- B. The parties agree that the district shall have the exclusive right to utilize a substitute bus driver to cover a “seasonal” route, until such time that the district determines that a Schedule A route is needed.
- C. At any time during the course of this Agreement, with the mutual agreement of the parties, the portion of Schedule A covering substitute reimbursement levels may be re-negotiated.
- D. Substitute drivers who accumulate more than 60 consecutive days shall be compensated at a rate of \$27.50 for all days worked beyond the 60th consecutive day.

FRINGE BENEFITS.

Michigan School Employees Retirement will be paid for all employees by the Board of Education.

- A. Pursuant to the authority, as set forth in the Michigan School Code, the Board agrees to provide the following; dental, life and medical insurance programs for full time employees after satisfactory completion of the probationary period.

For Drivers Employed by the District as of July 1, 2003

The Board agrees to provide the following health, dental, vision, life and long term disability insurance plan for all bus drivers employed by the district as of July 1, 2003. The Board and the bus driver shall share the cost of the monthly premium for this insurance according to the following schedule:

	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
Board Share	94%	94%	94%	94%	94%
Driver Share	6%	6%	6%	6%	6%

It is specifically understood that the cost-sharing levels outlined above shall apply to ALL programs elected by the drivers for the life of this Agreement, and to all drivers employed by the district during the life of the Agreement, with the exception of those with a starting date of employment after July 1, 2003. Those programs include **BCBSM Flexible Blue 2 100% RX**), MESSA Pak Plan B, Single Subscriber Annuity Option and Single Subscriber Premium Option. That portion of the premium for each program elected by the driver shall be deducted in equal installments from the bus driver's paycheck.

Bus Drivers Electing Health Coverage

- **BCBSM Flexible Blue 2 100% RX with HSA fully paid by the Board - \$2,500 Full Family/Double and \$1,250 Single**

Bus Drivers Not Electing Health Coverage

- MESSA Pak Plan B in effect as of July 1, 2003.
- **BCBSM Flexible Blue 2 100% RX Single Subscriber Premium Option**

In the event the bus driver declines the above-identified plan, the employer shall provide a cash option equivalent to an individual bus driver's single-subscriber premium in lieu of the above-identified plan according to the following:

1. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code.
2. The amount of cash payment received may be applied by the employee to a tax-deferred annuity. The employee shall enter into a salary reduction agreement.
3. All costs related to the implementation and administration of benefits under this program shall be borne by the employer.
4. The Section 125 administration shall be provided by MESSA OptionAll or comparable provider. The employer shall enter into an administrative services contract with the provider.
5. Any amounts exceeding the employer subsidy share may be payroll deducted.

The Board subsidy is terminated when an employee terminates his/her position through resignation, discharge or retirement, or on any type of unpaid leave of absence or layoff and not on the payroll of the employer. The subsidy shall be effective until the first of the month following notice of layoff or termination.

The parties agree that the bus drivers included in the above-mentioned group shall have the option to enroll in any new Board-approved and selected insurance plan offered by the Board during the life of this Agreement. The Board shall research such plans on the request of the drivers.

For Drivers With an Employment Starting Date of July 1, 2003 or After

The Board agrees to provide the following health, dental, vision, life and long term disability insurance plan for all bus drivers with an employment starting date of July 1, 2003 or after. . The Board and the bus driver shall share the cost of the monthly premium for this insurance according to the following schedule:

	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
Board Share	94%	94%	94%	94%	94%
Driver Share	6%	6%	6%	6%	6%

It is specifically understood that the cost-sharing levels outlined above shall apply to ALL programs elected by the drivers for the life of this Agreement, and to all drivers employed by the district during the life of the Agreement. Those programs include **BCBSM Flexible Blue 2 100% RX Single Subscriber**, MESSA Pak Plan B, Single Subscriber Annuity Option and Single Subscriber Premium Option. That portion of the premium for each program elected by the driver shall be deducted in equal installments from the bus driver’s paycheck.

Bus Drivers Electing Health Coverage

- **Single Subscriber BCBSM Flexible Blue 2 100% RX with HSA fully paid by the Board - \$1,250 Single**

In the event the employee wishes to purchase additional coverage, the balance of such cost shall be deducted in equal installments from the bus driver’s paycheck, or shall be covered by direct payment to the school district by the bus driver.

Bus Drivers Not Electing Health Coverage

- MESSA Pak Plan B in effect as of July 1, 2003.
- **BCBSM Flexible Blue 2 100% RX Single Subscriber Premium Option**

In the event the employee declines the above-identified plan, the employer shall provide a cash option equivalent to an individual employee's single-subscriber premium in lieu of the above-identified plan according to the following:

1. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code.
2. The amount of cash payment received may be applied by the employee to a tax-deferred annuity. The employee shall enter into a salary reduction agreement.
3. All costs related to the implementation and administration of benefits under this program shall be borne by the employer.
4. The Section 125 administration shall be provided by MESSA OptionAll or comparable provider. The employer shall enter into an administrative services contract with the provider.
5. Any amounts exceeding the employer subsidy share may be payroll deducted.

The Board subsidy is terminated when an employee terminates his/her position through resignation, discharge or retirement, or on any type of unpaid leave of absence or layoff and not on the payroll of the employer. The subsidy shall be effective until the first of the month following notice of layoff or termination.

The parties agree that the bus drivers included in the above-mentioned group shall have the option to enroll in any new Board-approved and selected insurance plan offered by the Board during the life of this Agreement. The Board shall research such plans on the request of the drivers.

Physical Examinations

Pre-Employment physical examinations will be paid by the Board. If the Board is requiring the physical, the Board shall approve the physician.

SEVERANCE PAY

Bus drivers retiring from the District who have at least twelve (12) years consecutive service to the East Jordan Public Schools and shall have reached the age of sixty (60) prior to the date of retirement shall be eligible to receive a payment of ten dollars (\$10.00) for each of their unused sick leave days up to a maximum of one hundred (100) days. This one time payment will be calculated upon the number of days in the employee's individual sick leave account at the time of retirement.