

CHEBOYGAN AREA SCHOOL DISTRICT
CHEBOYGAN, MICHIGAN

2013 - 2016

A G R E E M E N T

Between The

CHEBOYGAN AREA SCHOOL DISTRICT

AND

TRANSPORTATION PERSONNEL ASSOCIATION

(July 1, 2013 – June 30, 2016)

APPROVED BY BOARD: 12.10.12

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TRANSPORTATION PERSONNEL ASSOCIATION AGREEMENT

I RECOGNITION

The Cheboygan Transportation Association shall be and is hereby recognized as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment for the employees of the employer as defined in this paragraph. The term employees, as used in this Agreement, shall mean all bus drivers. Bus driver/custodian positions shall not be considered part of this contract.

II GRIEVANCE PROCEDURE

A grievance shall be defined as an express violation of the Master Agreement and/or Board Policy in existence between this bargaining unit and the Board of Education.

A. Preliminary Procedure:

A grievance shall not be submitted until after a meeting has been held between the person(s) filing the grievance and his/her Transportation Director to discuss the matter.

B. Step I: Transportation Director Hearing

Grievances shall be submitted, in writing (on a form), (refer to Appendix A) and must be filed not later than ten (10) working days after the event giving rise to the grievance or not later than ten (10) working days after the facts giving rise to the grievance should have reasonably been known to the employee(s) involved.

The Transportation Director receiving the grievance shall respond, in writing, within five (5) working days after receiving the grievance.

C. Step II: Superintendent Hearing

If the response of the Transportation Director is not satisfactory, the grievant(s) may, within five (5) working days after receiving the response, appeal to the Superintendent.

If the Transportation Director does not respond to the grievance within five (5) working days, the grievance shall be forwarded directly to the Superintendent.

The grievance must be received by the Superintendent not later than ten (10) working days after submission of the grievance to the Transportation Director, or five (5) working days after receiving a response from the Transportation Director, whichever is later.

The Superintendent shall schedule a meeting with all of the parties involved. The meeting shall be scheduled within ten (10) working days of his/her receipt of the grievance and he/she shall issue a final disposition, in writing, within five (5) working days of the meeting.

D. Step III: Board of Education Hearing

If the response of the Superintendent is not satisfactory, or the Superintendent does not respond to the grievance within five (5) working days upon receipt of grievance, the grievance may be advanced directly to Step III for the scheduling of a hearing at the next regularly scheduled Board of Education meeting.

With the Board of Education hearing, the Board shall cause final disposition of the grievance to be issued, in writing, within five (5) working days after completion of the grievance hearing with the Board of Education.

III
PROBATION PERIOD

Every new employee shall be considered to be on probation for a period of ninety (90) working days from the date of hire. No fringe benefits will be granted during the probationary period except Life Insurance, which will be paid by the Board of Education. Health Insurance shall be available at the employee's own expense after ninety (90) working days of the probation period.

IV
HOURS OF WORK

- A. Hours of work will be three (3) hours per day, or as designated by the Transportation Director and Superintendent for bus drivers.

V
PAID LEAVES

- A. Each driver receives ten (10) paid leave days per year. A maximum of two (2) weeks paid leave, ten (10) consecutive work days, may be used no more than every third year with supervisor's approval. No more than a maximum of ten (10) leave days shall be available in any one school year. Up to four (4) personal leave days may be used by the driver for non-student days.
- B. Personal or family illness/hospitalization/nursing care requiring an absence of four (4) or more days will require doctor verification and may be taken from the employee's accumulated sick bank. Any absences of three (3) or less days will come out of the ten (10) annual leave days. If/when the annual ten (10) leave days are exhausted, all days drawn out of the employee's accumulated sick days will require a doctor note stating when the employee may return to work.
- C. Paid leave days shall specifically not be used for the following purposes:
1. Picketing or demonstrating of any sort.
 2. Any absence on the first or last days of any work year.
 3. Any absence on any one or more days immediately prior to or following a holiday, school break or school vacation.
- D. It is recognized that there may be unusual circumstances which would

justify the use of paid leave days on a date which is specifically excluded. The Superintendent may grant exceptions to the above restrictions.

- E. Any unused days may be carried over to the next school year and shall revert to accumulated sick leave.
- F. All paid leave days will be deducted from the accumulated sick leave of the employee, with the exception of three (3) paid bereavement leave days.
- G. Paid unused leave days may accumulate to a maximum of one-hundred twenty (120) days.
- H. Employees who work three (3) hours per day shall receive three (3) days for bereavement leave. Such bereavement leave shall be used in connection with the death of the bargaining unit member's immediate family. **Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparent-in-law. This applies to all "step" relations, i.e. stepbrother, stepmother, etc.** Bereavement leave is paid leave and is not deducted from sick days.
- I. Drivers shall receive their route pay for the first two (2) Act of God Days only.

VI UNPAID LEAVES

The administration reserves the right to grant or deny any unpaid leave requests(s) on an individual basis.

VII FRINGE BENEFITS

“Grandfathered” Employees (Drivers hired prior to January 1, 2000)

A. Health Insurance.

The Board will contribute as follows toward health insurance: \$474.38 per month for a single subscriber; \$948.75 per month for a double subscriber; and \$1,293.75 per month for a family subscriber. Any remaining premium costs shall be paid by the employee through payroll deduction. The Association may determine to balance the employee's premium contribution amongst its membership. The employer shall be held harmless if such sums are payroll deducted on a pretax basis subject to a Section 125 plan. The monthly dollar amounts will change as they are determined by the State of Michigan “hard cap”. It is agreed that “health insurance” may be reviewed annually and may be mutually changed as agreed upon by employer and employee without opening any other parts of this contract.

B. Dental Insurance.

These employees shall receive, fully paid by the Board, a dental insurance plan substantially equivalent to the present SET plan.

C. Vision Insurance.

These employees shall receive, fully paid by the Board, a vision plan substantially equivalent to the current SET plan.

D. Long Term Disability Insurance.

The Board of Education will pay 100% of the premium for a long term disability insurance program. The plan shall be the same as in the district administrator's contract in effect for the duration of this contract.

E. Life Insurance.

The Board of Education agrees to provide a Life Insurance in the amount of \$20,000.00.

F. Limitations – The health, dental, and vision insurance shall, when appropriate, be full-family coverage. In cases where the employee is 65 years of age, or older, the benefit will be reduced as provided by the provider of the insurance.

The remainder of the bargaining members will be provided:

A. Health insurance will be paid to employees on the following basis:

1. After one full year of service - 50% of the premium will be paid by the Board of Education and 50% will be paid by the employee, up to the maximum listed in paragraph 2 of this section.
2. After two full years of service, the maximum annual premium to be paid by the Board of Education is:

	<u>2013</u>
Single	\$4,322.53
Double	\$9,562.65
Family	\$11,723.11

These amounts will be adjusted annually based on the percentage increase equal to the State of Michigan "hard cap".

3. Add-on riders will be paid by the employee only.
4. The insurance protection under this Article shall be provided by a carrier or company selected by the Board of Education.
5. Once a substitute driver drives for 180 school days (at least one run per day) in a two year period, he/she may purchase any of the fringe benefits (health, dental or vision) by paying 100% of the premium. Upon becoming a regular full-time driver, he/she will get credit for one-year toward the fringes. Seniority will begin when hired as a regular full-time driver.

B. Dental Language

1. After one (1) full year of full-time bus driver service, fifty percent (50%) of the dental insurance will be paid by the Board of Education and fifty percent (50%) will be paid by the employee.
2. After two (2) years of full-time bus driver service, one-hundred percent (100%) of the premium for dental insurance will be paid by the Board of Education.

C. Vision Insurance

The Board agrees to provide a vision care insurance program comparable to the plan in effect for non-instructional employees in the Cheboygan Area Schools.

D. Life Insurance

The Board agrees to provide life insurance in the amount of \$20,000. The term life insurance will carry provisions for accidental death and dismemberment protection.

E. Long-Term Disability Insurance

The Board will provide long-term disability insurance paid 100% by the Board similar to a plan in effect for non-instructional employees.

F. Limitations

In cases where the employee is 65 years of age or older, the benefit will be reduced as provided by the provider of the insurance.

Health Insurance Provisions for Whole Group

- A. An employee may elect to receive, in lieu of payments made toward the cost of insurance premiums, monthly cash payments equal to thirty percent (30%) the monthly payment amounts which would have been paid toward the cost of the monthly health insurance premiums to which the employee would have been entitled. The employee may choose to defer these cash payments into an annuity of his/her choice.
- B. In future years, a committee composed of two (2) representatives from this bargaining group will meet with the administration and other groups' representatives to determine if further changes are needed to keep health insurance premium increases to a minimum.
- C. A bus driver who is also a custodian shall not be eligible for any benefits under this contract, as they are covered under the Custodial Contract.

VIII
SALARY SCHEDULE

A. Route hourly rate of pay.

EXP.	For School Year:		2.5%	1.5% of 12-13	WAGE FREEZE
	<u>2012-2013</u>		OFF SCHEDULE <u>2013-2014</u>	SCHEDULE <u>2014-2015</u>	
0	\$14.33		\$14.69	\$14.54	.5% OR
1	\$15.52		\$15.91	\$15.75	SAME
2	\$16.78		\$17.20	\$17.03	INCREASE AS
3	\$18.03		\$18.48	\$18.30	TEACHERS
4	\$19.29		\$19.77	\$19.58	
5	\$20.53		\$21.04	\$20.84	

- (1) Daily base pay is hourly wage x 3 hours.
- (2) Compensation for third run routes is hourly wage x 1 ½ hours per day.
- (3) Any bus route that exceeds 1½ hours in duration will be covered by wage adjustments in 10 minute increments.
- (4) No driver may bid on or accept third run(s), if the third run(s) place the driver over forty (40) scheduled hours per week.
- (5) Drivers will only be paid for third run(s) if the third run is actually driven.

B. Hourly rate of pay for extra trips inside school district boundaries:

<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u> - FREEZE
\$9.44	.5%, or same percentage increase as hourly rate of pay.	

C. Any extra trips that occur within the Cheboygan Area School district within a fifteen (15) mile radius of the school district shall be assigned, without bidding, to a bus driver/custodian without any additional pay as long as the extra trip occurs during normal school hours (8:00am – 3:00pm) or the normal working hours of the assigned bus driver/custodian and as long as no substitute custodian is hired while the bus driver/custodian is driving the bus for the extra trip run assigned. It is to be understood that the administration will try to accommodate and use bus drivers for extra trips within the Cheboygan Area School district boundaries whenever it is financially possible.

D. Pay for regular season athletic trips funded by the district up to seven hours.

All regular season athletic trips funded by the district will use district transportation for the life of this contract.

<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u> - FREEZE
\$129.00	.5%, or same percentage increase as hourly rate of pay.	

For any trips that exceed the seven hours, the driver will be paid trip overtime at the following hourly rate:

2013-2014

2014-2015

2015-2016 - FREEZE

\$9.44

.5%, or same percentage increase as teachers, whichever is higher.

1. Procedures for bidding for extra trips.

Should an extra trip not be accepted by any driver, the Transportation Director will assign the extra trip to the least senior driver. The second least senior driver will be assigned the next extra trip that is not accepted by any driver. This procedure will be followed until all drivers have been assigned an extra trip that was not accepted by any driver, and then the rotation will start again with the least senior driver.

2. No driver may bid on or accept any extra trip(s) that result in the driver working more than forty (40) hours in any scheduled work week (Sunday through Saturday), unless no other driver is available to drive the extra trip, at which time the administration may implement Article VIII, D1, or pay the available driver at the overtime rate for any hours over forty (40) hours.

4. The extra trip bidding and assigning procedure will be verbally discussed at the first bus drivers meeting held at the start of each year.

F. Layover Time.

In the event it shall be necessary for a driver to stay overnight while on a trip, the Board will pay up to a maximum of sixteen (16) hours in any twenty-four (24) hour time frame away from Cheboygan. The driver's pay will be determined by paying for the first seven (7) hours using the extra trip one-way mileage rate, and for hours after the first seven (7) hours of a trip, the driver will be paid at the above overtime rate of pay up to a maximum of sixteen (16) total hours in any twenty-four (24) hour time frame.

If the trip is longer than twenty-four (24) hours, the Board will pay the hourly overtime rate with a ratio of non-paid hours being eight (8) in a twenty-four (24) hour time frame (i.e. trip of thirty-six (36) hours - unpaid twelve (12) hours; trip of forty-eight (48) hours – unpaid sixteen (16) hours excluding the original first seven (7) hours of any trip.)

G. Overtime Pay.

Any overtime shall be defined as any hours worked over forty (40) hours a week (Sunday through Saturday).

The hourly rate used to determine the overtime hourly rate shall be the total gross wages divided by hours worked.

IX SENIORITY

Seniority is defined to mean the amount of time an individual is continuously employed as a full-time bus driver in this bargaining unit. Seniority shall be determined by the first day worked. In order to determine seniority when more than one person begins work on the same date, lots will be drawn within thirty (30) working days from their starting date to determine the new employee's seniority ranking. Continuous employment shall be considered uninterrupted if a driver is on lay-off status. However, a driver shall not be granted additional years of service for seniority or longevity during the period on lay-off status.

The master seniority list shall be updated annually and posted by October 15th each year by the Board for the review of association members. It shall be the only seniority list used by the Board for purposes of this contract.

X LAYOFF AND RECALL

- A. Reduction of employees working under this transportation personnel contract will occur starting with the least senior driver being laid off first.
- B. Employees on probation shall not be subject to the recall language in this contract and shall not have any recall rights upon being laid off.
- C. Recall of persons under this contract will be by seniority, starting by recalling the most senior driver first from layoff status.
- D. Recall rights will last for the equivalent years of employment as a bus driver at the Cheboygan Area Schools, or a maximum of five (5) years whichever occurs first. After the recall years have been exhausted the employee will lose all rights towards any further employment as a bus driver with the Cheboygan Area Schools.
- E. A bargaining unit employee who is notified at the conclusion of the regularly scheduled school work year and is subsequently recalled for work in the next regularly scheduled school work year or a bargaining unit employee who is not laid off at the end of the school year and continues his/her position at the beginning of the next school year, and who is paid unemployment compensation benefits during the summer recess period between the two school work years shall be paid at an hourly rate during the school year immediately following such that the amount of wage compensation earned for the scheduled school work year of the employee plus the unemployment compensation the employee received will not be more than the wage compensation the employee would have earned for the scheduled school work year had the employee not received unemployment compensation.

XI VACANCIES

- A. Vacancies will be posted for five (5) days. Upon the end of the posting period, a general meeting will be held of all interested bus drivers to determine interest in

the vacant route(s). The Transportation Director will read the names off the master seniority list from most senior to least senior, and each driver at that time will say if he/she wishes to transfer to the new route. If he/she chooses to transfer, the process begins again.

Any driver presently on probation cannot participate in this process.

- B. The school district reserves the right to make a route assignment that is in the best interest of the Cheboygan Area Schools when that route is vacant.

XII THIRD RUN

All current third run drivers shall retain their rights to continue a third run route until such time that they decline the third run or a reduction in the number of third run routes occurs. At the time of a need for a reduction in the number of third runs, the master seniority list shall be used and the least senior driver on the master seniority list who has a third run route shall be laid off from the third run route. This shall occur as long as the third run does not cause the driver to exceed forty (40) scheduled hours per week.

- A. A third run shall be defined as a route assigned beyond the normal three (3) hour work day to bring children to and from school (a.m. and p.m. routes).
- B. Any driver wishing to be considered for a vacant third run route shall inform the Transportation Director, in writing, by May 15th of each school year. Drivers will be selected by using the master seniority list.
- C. Assignments of third run routes will be selected in August of each school year by the Transportation Director. All current third run route drivers will retain a third run route until they decline the route or a reduction in the number of third run routes occurs, at which time the master seniority list will be used in the third run assignment process. However, no driver shall bid for or accept third run(s) that cause the driver to exceed forty (40) scheduled work hours per week.
- D. The school district reserves the right to make a third run assignment that is in the best interest of the Cheboygan Area Schools.

XIII MISCELLANEOUS

- A. The attached "Consent Form for Drug Screening" will be completed by each bargaining unit member.

The Board or its designee may require that a driver have an immediate blood alcohol test or other substance abuse test by a physician chosen by the Board at its expense if there is reasonable suspicion. The results would be given to the Board, administration, and the employee.

- B. A full time employee will be paid a one-time payment of \$40 per day to a maximum of 120 days for unused sick days upon retirement. This clause shall be for retirement only and not for being vested in the retirement system.

- C. **Longevity** - Employees with ten (10) years of continuous service in the school district shall receive an additional \$10.00 per year of service (i.e. 25 years of service \$250.00) each year (last December pay).
- D. Every other year, one jacket will be provided to each bus driver.
- E. Physical – A driver may select a doctor of their choice to conduct the annual bus driver physical as required by the State of Michigan. However, the school district will only pay up to \$100.00 towards the cost of this annual physical.

Should the driver chose to use the doctor(s) designated by the school district for their annual physical, the school district will pay all costs for the required annual physical, excluding any additional tests that the doctor orders.
- F. Drivers Mileage Licensing Reimbursement - Drivers shall be reimbursed for all expenses pertaining to obtaining a vehicle operator license required to drive a school bus as required by the State of Michigan.
- G. For any driver mandated training, drivers will receive an hourly rate of \$10.00 per hour.

XIV CLOSURE

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and under that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the District and the Transportation Personnel Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- B. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect, furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of the Agreement and govern the relation of the parties hereunder.

XV
DURATION OF AGREEMENT

- A. This Agreement shall be effective September 1, 2013 and shall continue in effect until the 31st day of August, 2016.

Transportation Association

Board of Education

Representative

President

Representative

Secretary

Date

Superintendent

CHEBOYGAN AREA SCHOOLS

CONSENT FOR PRE-EMPLOYMENT DRUG SCREENING

It is understood that as part of the pre-employment screening process, I will be required to undergo a physical examination which will include drug testing. I hereby consent for the Cheboygan Area Schools to collect urine specimens from me and to conduct other necessary medical tests to determine the presence or use of drugs. Further, I give my consent for the release of the test results and other relevant medical information to authorized Cheboygan Area Schools management for appropriate review. It is further agreed that the results will be considered in any employment decision. I agree to submit to this testing. If the test is positive or I refuse to take the test, I understand and agree that I will not be hired.

CONSENT FOR RANDOM DRUG SCREENING

I understand that I may be required by the Cheboygan Area Schools to undergo a physical examination by a physician which will include drug testing. I hereby consent to Cheboygan Area Schools collecting urine specimens from me and to conduct other necessary medical tests to determine the presence of drugs in my body and any use of drugs by me. Further, I give my consent for the release of the test results and other relevant medical information to authorized agents of the Cheboygan Area Schools administration for review and evaluation. I understand that the results will be considered in the decision about whether I will continue employment. I agree to submit to and cooperate in this testing. If I refuse to take the test, I understand and agree that I will be dismissed.

I understand that in compliance with Michigan State Law and District Policy, I will be subjected to random drug testing throughout my employment.

Date

Full Name – Please Print

Witness:

Signature

Signature of Witness

APPENDIX A
CHEBOYGAN AREA SCHOOLS
GRIEVANCE FORM

Grievance Number _____

Name of Grievant: _____

I. Informal Level:

Date of informal meeting: _____

II. Step I:

A. Date that grievance occurred: _____

B. Statement of grievance (including section of contract that was alleged to be violated): _____

C. Relief sought in grievance: _____

(Signature of Grievant(s) (Date)

(Signature of Transportation Director) (Date Received)

Disposition of Transportation Director: _____

(Signature of Transportation Director)

D. Date received by grievant(s): _____

III. Step II: Superintendent Level

A. Position of grievant(s): _____

(Signature of Superintendent)

B. Date received by Superintendent: _____

C. Date of scheduled meeting with Superintendent: _____

D. Disposition of Superintendent: _____

(Signature of Superintendent)

E. Date received by grievant(s): _____

IV. Step III: Board of Education Level

A. Position of grievant(s): _____

(Signature of Grievant(s))

B. Date received at Board of Education Office: _____

C. Date of next Board of Education regularly scheduled meeting: _____

D. Disposition of Board of Education: _____

(Signature of Board of Education
President or Secretary)

E. Date received by grievant(s) of final disposition: _____