

MASTER CONTRACT BETWEEN
EATON RAPIDS BUS DRIVERS ASSOCIATION

AND

EATON RAPIDS PUBLIC SCHOOLS
BOARD OF EDUCATION

July 1, 2018 – June 30, 2021

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PREAMBLE:

Whereas, the Board of Education has a statutory obligation, pursuant to **the Michigan Public Employment Relations act, as amended**, to bargain with the Association as the representative of its bus driver's personnel with respect to hours, wages, terms and conditions of employment. It is hereby agreed as follows:

ARTICLE ONE—RECOGNITION:

A. The Board of Education hereby recognizes the **Eaton Rapids** Bus Drivers Association as the sole and exclusive bargaining representative, as defined in **the Michigan Public Employment Relations Act, as amended** for all **regular/relief, probationary, and substitutes**-employed and assigned school district **transportation employees**, excluding supervisors, **transportation coordinator, dispatchers**, mechanics, executives, casual employees, and all other employees. The **Eaton Rapids** Bus Drivers Association represents the following classifications of bus drivers.

1. Regular/ Relief Bus Driver: One who **has a seniority date and** drives routes where the majority of students are regular or vocational education students. **There are circumstances where they could be a substitute driver also.**
2. Probationary Driver: One who has been assigned a regular/**relief** route and has not yet **completed the assigned route/relief contractual probationary period.**

During the probationary period, the supervisor may:

1. Extend the probation period **after consulting with both the driver and the Association Executive Board.**
2. Terminate employment **after consulting both the driver and the Association Executive Board.**
3. Substitute Driver: **A driver who is not assigned to a full time route/relief position. Note: This could be a current regular/relief driver also if they have been assigned, reassigned or reduced to substitute status without a loss to any provisions they have attained under this contract or any prior contracts.**

B The Board of Education agrees not to negotiate with any bus driver's organization other than the **Eaton Rapids Bus Driver Association** for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual bus driver from presenting a difference and having the difference resolved without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given

opportunity to be present at such adjustment. **The Administration agrees to discuss unforeseen issues or inequities with the Association that may arise if the Eaton Rapids School District moves away from a traditional school year and moves into a balanced calendar concept.**

- C. Nothing contained herein shall be construed to deny or restrict any **employee's** rights he/she may have under the Michigan General School Laws or applicable laws and regulations. The rights granted to **all employees** hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE TWO—BOARD OF EDUCATION RIGHTS:

- A. The Board of Education retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.
1. To executive management and administrative control of the school system and its properties and facilities.
 2. To hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees in their own classification.
 3. To determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
 4. To require all regular and substitute drivers to undergo annual group drug/alcohol testing as a condition of employment. Furthermore, the Board of Education reserves the right to require testing of individuals at any time that there appears to be reasonable suspicion. It is understood that a positive drug or alcohol test will result in the immediate termination of employment with the district.

ARTICLE THREE—BUS DRIVERS ASSOCIATION:

- A. Membership in the Association is not compulsory. Employees have the right to join, or not join, as they see fit. Neither party shall exert any pressure on nor discriminate against any bus driver regarding such matters. All employees defined in this work group will be represented under the duty of fair representation for all.**
- B. The Board agrees to advise the Association, upon request, of all additions, deletions, or changes in the status of **transportation employees covered under this contract.**

C. The Association shall defend with attorney(s) selected by the Association, indemnify, and save the Board harmless from any and all claims, suits, and other forms of liability as a result of complying with the provisions of the Article.

ARTICLE FOUR—DISCIPLINE DISCHARGE:

A. Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any **or** all charges. **At the meeting where discipline is issued, the employee shall be advised in writing as to the specific reason for which discipline has been issued.**

B. The primary purpose of disciplinary action is to correct employee behavior or conduct. Ordinarily, discipline should be progressive in nature, and the selection of disciplinary action in any specific case should be appropriate, taking into consideration the circumstances of the offense and the employee. The following is a series of progressive steps that will serve in most cases:

1. Verbal reprimand(s)
2. Written reprimand(s)
3. Suspension(s)
4. Discharge

These steps should give the employee notice that continued unacceptable conduct or behavior will result in more serious disciplinary action. In cases of more serious offenses, the disciplinary action taken may begin with the written or suspension steps: and, for the most serious offenses, it may be appropriate to impose serious suspension and/or discharge the employee on the first occasion of improper conduct without prior discipline.

C. Grounds for disciplinary action generally fall into five (5) categories:

1. Attendance problems,
2. Insubordination,
3. Unsatisfactory work performance,
4. Misconduct on the job and/or
5. Driver fails to keep in compliance with the laws, regulations, and policies of the State of Michigan and Eaton Rapids Public School District. **All drivers will be given training and access to all required laws, regulations and transportation policies by the Transportation Supervisor.**

In general, acts committed off the job will not be grounds for discipline, unless the results of such act that impair the ability of the employee to perform his/her work; adversely affect the operations of the Eaton Rapids Public Schools, or bring the Eaton Rapids Public Schools into public disrepute.

D. Disciplinary action **shall be progressive** and take into **consideration** both the offense and the employee. Factors that should be **considered** in imposing discipline in each case are:

1. The seriousness and circumstances of the offense,
2. The employment history of the employee involved,
3. The **recentness** and nature of prior disciplinary action with respect to the employee, and **per Article Twenty – Protection of Employees/Personnel Files.**
4. Prior action **taken** involving other employees in comparable situations.

E. Employees shall have the right to have someone from the association and/or legal counsel present at any meeting. It shall be the employee's choice and it will be the employee's responsibility to contact that person.

NOTE: The above procedures do not apply to cases involving probationary employees-

ARTICLE FIVE—SENIORITY:

After a driver **is assigned a regular/relief route and completes** probation, he/she will be given a seniority date **as of the first date driving the assigned regular/relief-route.** **If a probationary driver does not complete this probation but retains employment as a substitute driver, they will be placed back into the sub status seniority list using their longevity date.** In the event of a tie in longevity date the date of their employment application will be used and then last name alphabetically.

New hire substitutes/trainees will attain a longevity date upon their first route/trip driven alone.

Rehired retirees will not be expected to complete any probationary period as a condition of re-employment. They will re-establish new seniority dates as outlined above for new hires.

The seniority list shall be updated yearly, or as changes occur, and posted in the drivers lounge at all times.

An employee will lose his/her seniority and his/her employment will be terminated if:

1. He/she quits or retires.
2. He/she is discharged under the provisions of this contract.
3. He/she fails to report to work within two (2) **working** days after the termination of a leave of absence **without good cause.**

4. He/she is absent two (2) working days without **good cause and** notification to the supervisor.
5. **Transferring to accept a non-union, administrative or other school district position which would affect their ability to fully perform the expected requirements, duties or functions of being a school bus driver. Refer to memo, “Union to Non-Union Transferring, dated 03/15/2016” in its entirety for further clarification and administration.**

ARTICLE SIX—GRIEVANCE PROCEDURE:

A. *Informal* – Should any difference arise between any **employee** and the Eaton Rapids Public School District as to the meaning or application of the terms and provisions hereof, such differences should normally be adjusted by direct contact between the **employee (s)** and **their** immediate supervisor within ten (10) days of alleged violation.

The Association and the Eaton Rapids Public School District believe that there should be a sincere effort on the part of each of the parties to settle differences as far as possible in the above manner and in any event, at the lowest level of the grievance procedure possible.

*A grievance is a difference involving a bus driver or drivers and or **employee(s)** and the Eaton Rapids Public School District pertaining to any article or section of the working agreement, (this contract agreement) and wages, hours, or working conditions*

If not so settled, it shall formally be disposed of in the following manner:

1. **Step One** – The difference (hereinafter referred to as the grievance when placed in writing) shall be promptly placed in writing by the grievant (person filing said grievance). This shall be submitted to the district’s Transportation Supervisor within three (3) working days of the meeting between employees and/or meetings between **employees** and **the** supervisor.

The Transportation Supervisor shall submit a written answer within three (3) school days. One (1) copy of his/her decision shall go to the grievant **and one (1) copy to the Association President (or designee).**

Step Two – If the grievance is not settle in Step One, the grievant shall, within three (3) days after receiving the decision of the Transportation Supervisor, submit the grievance to the Superintendent of Schools or his/her designated representative, who shall, as promptly as possible, but within five (5) days after the grievance is submitted to him/her, meet with **the grievant and their representative** to settle the grievance.

A copy of the decision shall be delivered to the **employee (s)** involved **and to the Association President (or designee).**

Step Three – At either party’s request, mediation (State of Michigan MERC) may be requested within five (5) days of receiving the Superintendent’s decision.

2. Step Four – If the grievance is not settled at Step Two or Three, the grievant shall, within five (5) days after receiving the decision of the Superintendent or the decision of the Mediator, submit the grievance to the Board of Education, who shall, as promptly as possible, within thirty-one (31) calendar days, meet with the grievant in an effort to settle the grievance. A copy of this decision shall be delivered to the Association President and Secretary and to the School Superintendent.

3. Step Five - Appeal to Arbitration
 - a. If a grievance is not satisfactorily adjusted and if it involves an alleged violation of the Association a specific article and section of this Agreement, **the grievant (s)** may, within five (5) **working** days after the decision in Step **Four** is rendered, submit the grievance to arbitration. Grievances, which do not involve alleged violations of a specific article and section of this Agreement may be processed through Step Four, but will not be arbitrable.
 - b. The submission to arbitration shall contain a statement of the issue to be arbitrated and references to the specific article and/or section allegedly violated. Parties shall attempt, within twenty (20) days after the receipt of notice of submission, to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, a demand for arbitration shall be filed by the grievant with the American Arbitration Association within twenty (20) days. The parties will be bound by the rules and procedures of the American Arbitration Association.
 - c. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in writing, setting forth his/her findings and conclusions in a case of an alleged violation of a specific article and section of the Agreement.
 - (1) He/she shall have no power to add to, or subtract from, alter, or modify any of the terms of this Agreement.
 - (2) He/she shall have no power to rule on any matter involving the failure to reemploy a probationary bus driver.
 - d. At the time of the arbitration hearing, both the Board of Education and the grievant shall have the right to examine and cross-examine witnesses. Upon request of either the Board of Education or the grievant, or the arbitrator, a transcript of the hearing shall be made. The Board of Education and the grievant will have the opportunity to purchase their own copy. At the close of the hearing, the arbitrator shall afford the Board of Education and the grievant a reasonable opportunity to furnish briefs.
 - e. The fees and the expenses of the arbitrator and the fees and expenses of the grievant shall be shared equally by the Board of Education and the grievant. The party or parties requesting the transcript, or the party or parties producing the witness or having the representative shall pay the expenses of, and the compensation for, each and every

witness and representative for either the Board of Education or the grievant and the expense of any transcript.

- f. The arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by the Agreement, shall be final and binding upon the employee or employees involved, and the Board of Education.
- g. Refer to Appendix A for Sample Grievance Form.

As used in this article, the term "days" shall mean:

School "days" during the academic year and days that the central office is open for business during the summer.

Either party can request and receive mutually agreed upon reasonable time waiver from the noted time restrictions at any step in the grievance procedure state in his Article Six.

ARTICLE SEVEN – LEAVES OF ABSENCE—UNPAID:

- A. **NON-URGENT LEAVE** – Requests for non-urgent leave requires supervisor approval and may be approved if the supervisor decides the leave will not hamper operations. The following are examples of, but not limited to, non-urgent leave: personal business, vacation, and personal development.

A non-urgent leave will not be granted for anything other than sickness or emergency the first week of school. The transportation supervisor retains the right to consider exceptions based on individual circumstances.

When approved by the supervisor, a non-urgent leave shall not exceed 90 school days. If the employee returns to work within 30 school days he/she shall resume his/her old route. If the employee returns to work after 30 school days but before 90 school days, the employee will return to work as the most senior substitute driver **using their driver seniority date with his/her pay rate intact. Seniority and longevity will not accrue after the 90th school day and these dates will be adjusted accordingly. The driver's employment may be terminated if he/she does not return by the 90th school day.**

- B. **URGENT LEAVE** – Employees shall be entitled to leave for urgent, catastrophic, or tragic personal circumstances. The following are examples of, but not limited to, urgent leave: personal medical condition, medical condition of spouse, child, parent, or parent-in-law, birth, or adoption. The employee will be required to submit appropriate documentation.

The leave may extend into another school year. If an employee on urgent leave can return periodically or sporadically, school days the employee is absent shall be counted as urgent leave

for purposes of the 180 cumulative school days unless the employee is able to return for at least 100 school days before the 180 cumulative school days are reached.

An urgent leave shall constitute a single urgent leave, if the reason(s) the employee is absent relate to the same accident, injury, illness, or incident. Thus, an employee experiencing multiple medical problems as a result of an accident, injury, illness, or incident shall only be entitled to a single leave.

If the employee returns to work within 90 school days, he/she shall resume his/her old routes. **After 90 school days the route will be posted as open and go to the highest seniority bidder per Article Ten.** If the employee returns to work after 90 school days, but before 180 school days, he/she with his/her pay rate intact **must apply for a current opening. If there is not an open route available, they may bump the least senior driver with a route/relief position instead. Seniority and longevity will not accrue after the 180th school day and these dates will be adjusted accordingly.** A sixty (60) day extension may be granted past the 180 days with administration approval for a total of 240 days of urgent leave. If the employee returns to work after the 180th school day, they will drop down to the highest substitute **employee** status keeping their rate of pay, seniority, and longevity intact. The driver **may** lose his/her job on the 241st school day.

Documentation will be required to validate and verify the reason for the urgent leave every 30 **calendar** days within the leave of absent period.

The Family Medical Leave Act (FMLA) provides that under some circumstances health care insurance benefits may be continued at the District's expense for a limited period of time during a medical leave involving the employee or certain members of his/her family. Additional information concerning rights and responsibilities under the FMLA is available in the Personnel Office and should be carefully reviewed before embarking on a leave.

- C. **URGENT AND NOT-URGENT LEAVES** - The supervisor **will** assign the route to a substitute driver **first, by sub status seniority, if a substitute is available** as soon as possible after a **drivers** leave begins. The supervisor may grant leave time to probationary employees. Drivers on a restricted schedule or any leave are not eligible for extra trips. All leave hours are charged to trip sheet. Sick time is not accrued/earned while an employee is on an unpaid leave of absence.

ARTICLE EIGHT – PAID SICK TIME LEAVES:

Each **regular/relief route, probationary driver** employee covered by this Agreement will be entitled to sick time accumulated in a single sick time bank at the rate of one (1) day per month worked. (10 or more days worked = 1 day sick time. Less than 10 days worked = ½ day sick time). For purposes of this

article, a day means the regularly scheduled hours worked in a day. After a driver completes **route/relief** probation **they** will be given **their accumulated** sick time **starting** from **their seniority date**.

Paid sick time shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, injury or for medical, dental, or optical treatment. Sick time shall also be granted when an illness in the immediate family necessitates the attendance of the employee. **The employer reserves the right to require medical verification after three (3) consecutive absences or if the employee has reasonable cause to believe that an employee is abusing sick leave. Falsification of such evidence shall be cause for disciplinary action, which may include discharge.**

- A. The administration has the right to place a bus driver on leave time when it is felt the driver may be jeopardizing safety, due to physical or mental problems, if allowed to drive. The driver's accrued sick time will be charged, unless the driver requests the leave to be unpaid.
- B. Employees hired before 1-1-08 with more than five (5) years but less than ten (10) years of service credited toward his/her Michigan School Employees Retirement Program will receive 50% of his/her present wage scale per unused leave time days accumulated to a maximum of 750 hours upon termination of employment.

Employees hired before 1-1-08 with more than ten (10) years of service credited toward his/her Michigan School Employees Retirement Program will receive 100% of his/her present wage scale per unused leave time days accumulated to a maximum of 425 hours upon termination of employment.

It shall be the responsibility of the employee to provide the evidence of years of service credited toward his/her Michigan School Employees Retirement Program.

- C. An employee shall not be able to draw sick time benefits while receiving workers' compensation benefits.
- D. **Personal Business Day** – Up to one (1) day per year with **regular** pay may be used for the conducting of personal business, which cannot be conducted on other than a workday. All requests for use of a personal business day must be submitted, in writing, to the transportation supervisor on the official request form at least **five (5) working** days in advance of the date on which the employee desires the leave to commence. **In the event of an unforeseen or emergency this five (5) day period may be waived by the transportation supervisor.** Personal business day must be used by April 30th. The supervisor may waive the April 30th date for good cause. In an emergency circumstance, a personal business day may be granted on the day prior to or immediately following scheduled school vacation or holiday periods. Verifiable documentation will be requested and attached to said form. Each incident will be addressed on a case-by-case basis with no precedence being established. Entitlement to a person business day shall be subject to the expressed written approval of the

transportation supervisor and the discretion of the superintendent. Personal business days are not accumulative. **Trainees and substitute employees are exempt from personal business days.**

ARTICLE NINE – FUNERAL LEAVE:

A maximum of five (5) days of leave per occurrence shall be granted for a death in the members immediate family defined as (wife, husband, son, daughter, step children, mother, father, step parents, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, and grandchildren). Funeral leave may be added for others at the discretion of the **Transportation Supervisor. Leave must be taken during the employee's regularly scheduled work year, and funeral leave must be taken at the time of the death and/or funeral **or post death scheduled memorial service****

One (1) day shall be allowed for attendance at a funeral of a person whose relationship warrants such attendance upon approval of the Transportation Supervisor.

ARTICLE TEN – ROUTES AND TRIPS:

Each driver will be entitled to keep the routes/**relief** that are assigned to him/her upon the closing of the school the previous year if he/she so desires.

Drivers presently holding a route/**relief** and wishing to change may, prior to the start of the school year, place his/her route/**relief** on a list to be rebid **during the start of the year route meeting**, by seniority, by the drivers desiring change.

Summer School Routes will be chosen by seniority. Summer School routes will be charged to extra trip hours.

Route Vacancies: Vacant and new routes will also be bid by seniority.

If a route becomes vacant after the start of the school year it will be filled according to the procedures listed below:

- 1. Route vacancies will be posted on a continuous basis and only will be removed from this posting on an individual basis once they are filled by application. Unfilled openings will continue to be posted.**
- 2. The posting then will go up on the lounge white board for (3) business/school days with the time of the posting noted. (A business/school day equals 24 hours).**
- 3. Any contractually qualified driver must sign and date the posting within that 72 hour period.**
- 4. After the 3 day period expires the route posting-will be assigned to the driver with the most seniority.**

5. The newly assigned driver will **then** have a three (3) business/school day trial to drive **the newly assigned route to get aquatinted with it** ~~route~~.
6. At the end of the drivers **three (3) day** trial period, the newly assigned driver may choose to keep the new route or go back to their previous route.
7. If the driver decides to take the new route, then their **vacated route will be noted immediately on the continuous route/job vacancies posting as per step 1 and the process starts anew as outlined above.**
8. If the newly assigned driver chooses to go back to their previous route, then the next most seniority driver that signed the original posting will be **offered to be assigned to the posted opening and so forth until the original applicants have been exhausted. If the route/job goes unfilled then it will remain on the continuous route/job vacancy posting**
9. **Route vacancy stays posted until signed by next available driver and filled.**

If a situation arises and this procedure needs to be shortened, it must be approved by both the Association and the Supervisor.

The drivers will time bus routes at the start of each school year. The driver will submit a time sheet to the supervisor who will use it to help determine a fair and just pay schedule. The supervisor **may** use the GPS Vehicle Tracking System and Versatrans to monitor the route times. Either the driver or the supervisor may request a new timing during the year when he/she feels the timing is not commensurate with the hours actually worked. A driver that is not satisfied with a new time assigned his/her route shall use the grievance procedure to seek relief.

The substitute driver will normally drive both the a.m. and p.m. routes when a driver is off all day. Routes will not be split unless supervisor deems necessary **and with good reason.**

Buses shall not be overloaded with extra equipment as to jeopardize the safety of the driver and the passengers.

No unscheduled passengers will be allowed to ride on any bus without the consent of the supervisor.

The supervisor has the right to make run and route changes as necessary for increased efficiency and in the best interest of the students. New bus routes are to be added or deleted as needed by the transportation supervisor. He/she will have the authority to combine these new routes with other routes, as he/she thinks best. He/she shall consider the routes involved, seniority of the drivers, the estimated costs and other pertinent data when making his/her decision. If a run (**Example: 2 morning Vocational Education runs/LCC**)-needs to be cut, it will be done by total seniority. **If a senior driver gives up their route for any reason, then that route will be considered an opening and posted per Article Ten.** If a driver's route is deleted, he/she may displace the lowest seniority driver **from their route/relief**, and the lowest seniority driver will **then** drop to **the highest** substitute status **keeping their** rate of pay, **seniority and longevity intact** until he/she has permanent route/run assigned.

The displaced driver, **regular or probationary**, that loses **their route/relief** and is **reduced to** sub status will be the first called **or assigned by scheduling** when a sub is needed. When a permanent route/relief

becomes available the reduced driver must accept and sign the posted opening offer (s) per Article Ten.

If both a regular driver and a substitute driver show up to drive the same route/**run/trip** , the transportation supervisor will determine which one will be assigned to cover the **route/run**. **Both drivers will be fully compensated for the route/run/trip if it is determined there was a scheduling error made by supervision and is not the fault of the drivers involved.**

ARTICLE ELEVEN – LEARNING RUNS:

Trainees, at the discretion of the Supervisor, are required to ride the bus a minimum of two times while learning routes, and they may take notes. They must drive one of those two times to be considered a learned run. The trainee will be paid **State of Michigan** minimum wage **for all hours while riding along with a driver and will be paid the new hire starting rate per the base wage schedule under Article 19 – Compensation if they drive the route.**

If a **trainee** drives the route alone, without the regular driver present, and then rides with that driver at a later date it will not be compensated as a learned route **unless it was mandated by the transportation supervisor that the trainee do so.**

Trainees will be paid a \$350 hiring bonus for successfully completing the initial training requirements and must work ninety (90) documented working days. Trainees will also be reimbursed for all required expenses such as road testing, CDL exam, licensing fees and DOT physicals, fingerprints, etc. These required expenses noted will be reimbursed in full after being employed for ninety (90) documented work days. A work day is considered a full am route or a full pm route or both combined

Note: During the course of the initial ninety (90) workings day period for bonus and required expenses reimbursement only, a trainee could attain substitute or route/relief probationary status. All other contractual conditions, where applicable, will prevail upon changing employee status.

ARTICLE TWELVE - EXTRA TRIP HOUR SHEET:

This sheet is used to determine eligibility for extra trips, this sheet is based by regularly scheduled hours (all hours worked) and all and any extra trips including sports trips and unpaid leave time will be counted toward the driver's total.

Hours not charged to trip sheet are: parent meetings, in-service training, safety meetings, and special duties, etc.

ARTICLE THIRTEEN – EXTRA TRIPS:

All extra trips shall be posted at least three (3) school days in advance and assigned 24 hours before the scheduled trip. Any trip request posted less than three (3) days will be posted on the dry erase board.

In determining whether a driver is entitled to an extra trip, all leave hours will be treated as time worked. Assignment of extra trips will be done in accordance with least total hours worked, to include regular run and extra trip runs, with seniority breaking the tie (per extra trip sheet). Extra trips will be assigned by lowest hours posted.

If there is an extra trip going out before hours are posted it will be assigned by seniority until hours are posted.

A driver who has any pm trip must drive in the am of the same day, unless you have a pre-arranged absent and weekend trips are exempt.

All extra trips shall be paid no less than one (1) hour minimum.

If an extra trip is over 1 hour and sit time is necessary, the driver will receive 1 hour trip hourly wage minimum for take over and 1.5 hours trip hourly wage minimum for return trip using the trip wage rate. Extra trips that are shuttles to and from locations (examples but not limited to: hospital tours, high school plays, choirs, hand bells, etc.) will receive the 1 hour minimum or total trip time over the 1 hour mark.

Drivers on a restricted schedule or any leave are not eligible for extra trips.

All extra trips will be assigned to regular drivers having precedence over probationary drivers and probationary drivers having precedence over substitute drivers then transportation supervisor or mechanics, if needed.

Longest trip hours will be assigned first to the lowest hour driver, when there are several extra trips going out with the same date.

All extra trips shall have a scheduled adult chaperone for each bus before they are approved. It shall be the responsibility of the sponsor of a trip to know the directions, destination and where the bus may be parked.

The transportation supervisor may assign extra trips in the event no driver signed for the trip.

The transportation supervisor has the authority to assign transportation related duties to a driver when he/she is in a non-driving paid situation, such as between runs or at an extra trip event. These duties may include duties such as transfer runs or the guarding of the school bus. Child supervision is to be determined on a mutually agreed basis.

Any extra trip cancelled thirty (30) minutes or less before the assigned driver's regular run scheduled time, will result in the driver being compensated for regularly scheduled route lost time.

The Eaton Rapids School District recognized the Bus Driver Association as the main provider of district student intrastate trips. Any issue impacting the Associations ability to provide driver service for an individual trip or trips will be discussed by both parties to resolve any concerns in a mutually satisfactory manner.

On special occasions, it may be necessary for the district to approve of an outside carrier for a field trip. It is not intended to deny Drivers field trips or reduce the overall number of field trips, but to permit the district the necessary flexibility to meet unusual conditions when they occur.

ARTICLE FOURTEEN - DECLINING EXTRA TRIPS:

Drivers are responsible for making sure that they remove their name from a trip before it is assigned, if they have reason to believe that they do not want the trip before it is assigned. If they don't it could result in charging of hours for a trip you don't want.

Hours charged will be equal to actual trip time.

Those hours will only be charged to the extra trip sheet and will not be charged to the retirement hour sheet.

Drivers who are absent from work will not be charged those hours.

When a driver is assigned to an extra trip and then declines that assignment on the day of the trip date, that driver will still be charged the hours of that trip. (Exemptions for medical reasons can be considered).

Drivers, who are not informed of an extra trip prior to the 24 hour assignment, will not be charged hours if they decline, if it is resulting from the error made by the office.

Sports trips are exempt from the above procedure.

ARTICLE FIFTEEN – ASSIGNMENT OF SPORT TRIPS:

Assignment of all sports trips will be done in accordance to the following procedures listed below:

1. All sport trips will be posted on the sports trip bulletin board. All drivers who are interested in a sport must sign the desired trip and no more signatures can be added after the first scheduled away trip.
2. Sport trips will be assigned by lowest hours posted on the trip sheet. If no hours are posted then sport will be assigned by seniority.
3. Regular drivers have seniority over probationary drivers and substitute drivers.
4. Drivers may have more than one (1) sport trip per season **only if all other eligible drivers have denied the trip-**
5. If a sport trip requires a substitute driver, the driver from the original posting with the lowest currently posted trip hours will be assigned with regular drivers having seniority over probationary and sub drivers.
6. If either a regular driver, probationary driver or a substitute driver is not eligible to substitute, it will be posted as an extra trip in accordance to Article Thirteen – Extra Trips.

7. If a driver is assigned to a sport and that sport is cancelled, then the assigned driver is eligible to sign up for another sport trip and will be eligible to substitute for that sport season.
8. Fall sports trips dated in the first week of school that are closer than 20 miles one way (examples but not limited to are...Holt, Charlotte, Springport, Jackson NW) a substitute driver/supervisor/mechanic will be assigned to take the sport trip over and drop off and return to the garage. The regular driver that is assigned to the sport trip will complete the sport trip after their regular route is completed.
9. **Accumulated summer hours beginning July 1 shall be posted and considered in making these assignments. The initial beginning of the year Fall sport trips postings will be assigned to seniority drivers first that have not hours accumulated nor posted.**
10. **All sports trips shall have at least one scheduled coach/assistant coach for each bus before these trips are approved.**

ARTICLE SIXTEEN – SUMMER EXTRA TRIPS:

Drivers who wish to receive any summer driving time shall put his/her name on a list by June 1st. Drivers who fail to do so shall not be eligible.

Summer drivers will be picked from the list according to seniority.

ARTICLE SEVENTEEN – ASSIGNMENT OF NEW/EXISTING BUSES:

The transportation supervisor reserves all rights to assign a bus or buses.

Bus drivers will be required to drive a spare bus while their bus is in the garage for maintenance.

ARTICLE EIGHTEEN – SAFETY MEETINGS:

Administratively mandatory (**safety**) monthly meetings **will be scheduled at the beginning of each school year. These meetings are normally the 3rd Wednesday of each school month. -All employees are required to attend all administratively mandatory monthly safety meetings for which they will be paid at their regular hourly rate one (1) hour minimum unless excused due to driving assignments or excused absences. Absent employees will be informed of the missed meeting content within (5) five working days.**

Emergency meetings **that are** called for **the** purposes of sharing safety information that cannot wait until the next mandatory monthly safety meeting, **all employees** will be paid **their** regular hourly wage **at one (1) hour minimum.**

ARTICLE NINETEEN – DRIVER COMPENSATION:

A. Base Wage Schedule: Effective July 1, 2018

1. Regular, Relief, Probationary, Substitute, and New Hire

REGULAR RUNS PER HOUR FOR ALL DRIVERS

	<u>2018-19</u>	<u>2019-2020</u>	<u>2020-2021</u>
Starting Rate	12.89	12.89	12.89
1 ST YEAR	13.05	13.05	13.05
2 ND YEAR	13.41	13.41	13.41
3 RD YEAR	13.77	13.77	13.77
4 TH YEAR	14.14	14.14	14.14
5 TH YEAR	14.50	14.50	14.50
6 TH YEAR	14.86	14.86	14.86
7 TH YEAR	15.22	15.22	15.22
8 TH YEAR+	15.59	15.90	16.22

New employees shall be hired in at the **starting** rate of pay. All employees shall advance on the **base wage**-schedule on July 1 of each year unless:

The employee has reached the maximum **hourly pay rate** on the **base wage schedule**

Step increases will be granted as offered all (3) years of the contract. July 1st of 2018, 2019, and 2020. All drivers to be brought up to the actual year on the base wage step scale according to their seniority date if the other 2 bargaining groups (Support and Teachers) are brought up to date. This would not impede or delay the settling in good faith of the Drivers Association agreement.

B. Trip rate will be \$13.00 per hour for the duration of the contract.

C. LONGEVITY PAY

Current longevity pay scale increases stay the same unless the Support Staff bargaining group is granted increases. Drivers will receive the same 5 year incremental monetary increases,

Longevity pay will be granted and commence on the employee's longevity date including as a substitute.

Longevity Pay Schedule

1. With five (5) years but less than ten (10) years - .35
2. With ten (10) years but less than fifteen (15) years- .55
3. With fifteen (15) years but less than twenty (20) years - .75
4. With twenty (20) years but less than twenty-five (25) years - .95
5. With twenty-five (25) years or more – 1.05

Longevity pay will be computed each pay period and will be added to the base wage of the employee.

D. \$200.00 stipend will be paid to bus drivers for telephone calls and/or visitations to parents/guardians of the driver's assigned students prior to the school year for regular routes. Stipends will not be paid for vocational education routes. This stipend is in-lieu of a salary and out-of-pocket expenses. Documentation (log) will be required.

Extra pay of \$75.00 per route provided all paperwork is completed accurately and turned in on time. This extra pay is to be paid at the end of the completed school year for elementary, secondary, and vocational education runs.

E. Both Newly hired drivers and current substitutes obtaining a route/relief position will be considered on probation for **60** regularly scheduled workdays **at the starting rate of pay noted on the base wage schedule. Seniority substitutes that have already advanced on the base wage schedule will retain their current rate of pay. If a current substitute driver has, at a minimum, one year of seniority based on their longevity date and a documented 180 hours of driving time on record to date, they will not be required to undergo probation.**

F. Unless otherwise designated on the trip form, **all** trips will be paid from the time of departure from the bus garage to return to the bus garage, including pre-trip, fueling, and clean up. The driver shall stay with the trip unless requested otherwise.

G. There shall be one and one-half (1 ½) hour minimum pay for **scheduled** regular/**relief** routes.

When a driver requests part of their run off, (example: Driving secondary and wanting the elementary off) they will only be paid their actual driving time and not the 1.50 hour minimum.

A "Route" (a.m., p.m.) is the time from which a driver leaves the bus lot, completes all student pickups and drop-offs, and returns to the bus lot.

A "Run" is an a.m. secondary, a.m. elementary, p.m. secondary, or p.m. elementary.

An average route consists of an a.m. secondary and a.m. elementary or a p.m. secondary and p.m. elementary.

H. All employees and Association Board representative will be paid **their** regular rate of pay for parent/student meetings **regarding student discipline problems. The transportation supervisor will be required to attend all student/parent meetings also.** All department policies and procedures must be followed before scheduling a meeting.

I. Drivers will be paid a **pre/post-trip time of 0.5** per day, in addition to his/her regular pay, for maintenance of his/her assigned bus. (Sweep, fuel, trash, etc. **as needed**)—**If a driver must perform more than one pre/post-trip task on more than one bus due to a bus mechanical or safety failure, etc., they will also be compensated if this causes them to have to end their route/run later than normal.**

J. Bus drivers (regular and probationary) shall be eligible to receive pay for those days declared by the school district as "Act-of-God" days, provided that the school district is not required by law to make up the "Act-of-God" day. **A day of pay equals the normal hours scheduled to work on a scheduled work day. Any scheduled trip that is driven on a snow day will be paid in addition to the regular scheduled snow day pay.**

In the event that the school district is required to make up "Act-of-God" days and elects to reschedule half school days to full school days, bus drivers will be required to work all lost time through in-service activities as scheduled by mutual agreement between the transportation supervisor and the Bus Drivers Association Board.

Additional days or hours of student instruction may be rescheduled at the discretion of the Board of Education to ensure that the minimum number of days and hours of actual student instruction as established by the State of Michigan is met. In the event that an unforeseen "Act-of-God" day scheduling issue arises that presents a problem with complying with this language the parties agree to be proactive and meet to try to resolve the issue.

Substitute drivers will be paid for only the hours he/she were scheduled to work and if the regular driver does not receive compensation for that day.

If school is cancelled due to an unpaid "Act-of-God" day after bus drivers arrive to work, drivers who show up to work on the cancelled days as a result-of not being provided with notice of the cancellation shall be compensated for 1.0 hour.

A substitute will be compensated at 1.0 hour for the Act of God day if he/she were to report to work as noted above.

K. Physical examinations and TB tests **for all employees** will be paid for by the Board of Education. X-rays will be paid for only when a skin test is not possible for medical reasons.

Physical examinations may be conducted by the employer's physician. The Board of Education shall be responsible for **all** physical examination **cost** and yearly agility test cost.

All employees ~~Drivers~~ that are subject to random or required drug testing will be paid at their normal rate for the time required to complete the test.

Drivers will be paid **all time required to complete their physicals at their normal rate of pay. This shall include drive time to and from the Eaton Rapids Public School Bus Garage for physicals/agility tests and all actual time for the physical/agility testes to be performed and completed. If an employee is required to attend more than one scheduled physical/agility test or must repeat either or both through no fault of their own, then they shall be fully compensated as cited above. A sign in/or sheet will be provided for documentation pay purposes.**

L. All regular/relief and -probationary Bus-drivers shall be paid a normal day's pay for: Friday before Labor Day, Labor Day, Wednesday before Thanksgiving, Thanksgiving, the day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year Eve, New Year's Day, Memorial Day and Good Friday if not scheduled to work.

A substitute will be paid holiday pay if he/she is scheduled to work the day before and the day after the holiday if the regular driver has requested unpaid leave time. If regular driver is on paid leave time, the regular driver he/she will receive compensation for that day.

M. An employee shall be paid at the rate of time and one-half for all work in excess of forty (40) total hours in any workweek.

Overtime hours are hours actually worked.

Paid sick time cannot be used to earn overtime.

When a trip will put an employee into overtime, the employee will be denied the trip **unless it is otherwise approved by the transportation supervisor.**

N. When trips are 5 hours or more drivers will be reimbursed up to \$10.00 for a meal allowance. A receipt will be required for reimbursement.

O The Board will reimburse the driver for the difference between a regular driver's license and both a chauffeur's license and a commercial driver's license (CDL). It shall be the responsibility of the driver to submit proof of securing the chauffeur's license and/or the CDL and initiate the request for reimbursement.

P. A leave of absence with pay will be granted for jury service or a court appearance as a nonparty witness in criminal proceedings, or when named as a party defendant in a suit incidental to the bus driver's employment, provided that the bus driver remits directly to the Superintendent of Schools all monies received for such appearance, less reimbursed personal expenses.

Q. A driver will receive regular wages for days when a bus breaks down and no other vehicle is available to do the route.

R. At the beginning of the school year, the transportation supervisor will announce one **(or two half day)** mandatory in-service meeting **(s)** for which no leaves will be granted **and will be scheduled with input from the Drivers Association.**

S. All current employees will be eligible for a \$500.00 new hire referral bonus. The name of the referral driver will be noted on the new hire job application. This bonus will be paid to the employee upon the referred new hire completing their required ninety (90) working day period.

T. By June 1 of each school year supervision will post a bus cleaning sign up sheet in the bus lounge area. Volunteers who sign up will form a supervised bus cleaning crew that will be responsible to clean the bus fleet per Transportation department standards. All cleaning supplies/tools will be furnished by the Transportation Department. Employees will be paid their base wage rate and longevity pay, as normal, for all hours worked up to 6 hours. Hours above that must be approved by supervision. This will not prohibit any driver from wanting to clean their own (1) bus if they choose to do so.

In the event that 3 or more drivers do not sign up each individual driver will be responsible for cleaning their own bus up to 6 hours. Hours above that must be approved by supervision

ARTICLE TWENTY – PROTECTION OF EMPLOYEES:

Limited liability insurance carried by the Board of Education shall protect the employees against civil suits brought against them growing out of the exercise of his/her regular duties.

All cases of accidents, injury or assault involving employees, or students growing out of the exercise of the employee's duties or school activities shall be reported to the Transportation Supervisor promptly. Beginning with the 2003-04 school year, whenever a driver is absent from school as a result of personal injury to that driver caused by an assault arising out of and in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any worker's compensation paid for temporary disability due to said injury) for the period of such absence not to exceed ten (10) school months. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from driving. As soon as such driver is physically able to return to work, he/she shall be restored to his/her previous position. If the driver is unable to perform bus driving duties, the Board may assign the driver to perform other work, which he/she is capable of performing, but this shall not give the Board the right to assign duties outside of regular driving hours that would require the driver to lose other non-driving employment not effected by the disability.

Complaints by parents, students, or other members of the public directed to an employee shall be called to the attention of the employer as soon as possible.

The supervisor will consult the driver, before scheduling a consultation with a parent. The driver is responsible for contacting any other driver and confirming the meeting with the supervisor.

When a student is suspended from the bus, and a parent/driver meeting is needed, there will be a one school day time limit for an appeal by the parent. Suspension will be placed on hold until the appeal is heard, except that the Supervisor may not delay implementing the suspension more than five (5) school days without the driver's permission. The driver will be consulted before a final decision is made.

Employees shall have the right to have someone from the association and/or legal counsel present at any meeting. It shall be the employee's choice and it will be the employee's responsibility to contact that person.

A driver has the right to postpone and reschedule a meeting, if they are not given ample warning, and are unable to have any association member present.

Student's suspensions and appeals will be in accordance with the provisions of the published Transportation Handbook, as adopted by the Board of Education. From time to time the Board may make changes to these provisions. However, before making any change the Board will notify the

Association of the proposed change. The Association will be consulted concerning the proposed change, and asked to present its view to the Board before any vote is taken to amend the Handbook.

PERSONNEL FILES

Documents of a disciplinary and/or evaluative nature shall be signed and dated by the employee prior to being inserted into the personal file. Such signing shall not necessarily be interpreted as agreement with the material. The employee shall have ten (10) work days to submit any written statement for attachment to the material in question and its inclusion in the personnel file. If an employee refused to sign such a document, it may be placed in the personnel file with a notation by the supervisor recording the date on which an opportunity to sign the document was refused.

An employee shall have the right to request to review the contents in his/her personnel file. A representative of the Bus Drivers Association may accompany the employee in such review. Privileged information, such as confidential credentials, and related personal references normally sought at the time of employment and other matters excluded under the MCL 423.501 ET. seq., "Employees Right to Know Act," shall be exempted from review. Medical records shall be kept separate from the personnel file.

Any warning or reprimand in an employee's personnel file which does not relate to a recurring incident within a two (2) year period from the date of warning or reprimand shall be removed from the personnel file at the written request of the employee, unless prohibited by Section 1230(b) of the Revised School Code.

Said warning or reprimand shall not be used in a future disciplinary action against said employee.

Unsubstantiated complaints against an employee shall not be placed in an employee's personnel file. However, the employer may maintain in a separate file documents stating that an investigation was conducted and the results of such an investigation.

ARTICLE TWENTY-ONE – HEALTH INSURANCE

The following benefits will be provided to all full-time drivers who are regularly scheduled to work 22 hours per week. **Refer to paragraph B (2) for exception also.** (extra trip hours not included):

- A. The Board of Education will contribute the maximum allowed by the State of Michigan during the contract years of 2018-19, 2019-20, and 2020-21 for the following:**

Family coverage	maximum single coverage amount allowed by the State of Michigan
2-person coverage	maximum single coverage amount allowed by the State of Michigan
Single coverage	maximum single coverage amount allowed by the State of Michigan

Per month for 12 months toward the monthly premium of a health insurance program. The employee selecting this option shall be responsible to the Board of Education for the difference in cost (if any) between the contribution per month and the monthly health insurance premium. The amount owed by the employee may be payroll deducted. The Administration will consult with the Association Board in the selection of an insurance carrier.

No health insurance benefits for any driver hired to a regular route after 7/1/2009. Must have probation completed by 7/1/2009 to be considered to have a regular route.

The contribution will be prorated as follows for less than 22 hours regularly scheduled to work per week based on current driver's payroll schedule:

22 hours and above=**100% of the State allowed maximum**

15-21.9 hours=**50% of the State allowed maximum**

14.9 hours and below=**0% of the State allowed maximum**

- B. Effective July 1, 2009 employees not electing health insurance shall receive \$500.00 per month cash in-lieu of insurance for ten (10) months of the year according to the following schedule:

22 hours and above=\$500.00

15-21.9 hours=\$250.00

14.9 hours and below=\$0.00

Effective July 1, 2018, employees shall receive \$145 per month cash in lieu of insurance for ten (10) months of the year according to the following schedule:

22 hours and above=\$145

15-21.9 hours=\$72.5

14.9 hours and below=\$0.00

- C. Drivers may participate in a tax-sheltered annuity of the employee's choice from those available in the district as currently approved by the Board of Education or take the cash option described above.
- D. Health insurance benefits shall take effect on the first day of the month following the completed probationary period, provided the employee is enrolled by the carrier. All other benefits described in this Agreement take effect the first day of the month following completion of the probationary period, provided that the employee is not covered under any other private health insurance programs. The penalty for duplicate coverage will be repayment to the Board of Education for all premiums paid.

E. The provisions of this article shall include all non-probationary employees.

F. Long term disability and life insurance for drivers will be provided by the district and any and all premiums will be paid for by the district.

ARTICLE TWENTY-TWO – DURATION OF THIS AGREEMENT:

This Agreement covers the period of July 1, 2018-June 30, 2021

FOR THE EATON RAPIDS BOARD OF EDUCATION

_____ President
Signature Date

_____ Secretary
Signature Date

FOR THE EATON RAPIDS BUS DRIVERS ASSOCIATION

_____ President
Signature Date

_____ Secretary
Signature Date

Eaton Rapids Bus Drivers Association

Grievance Form

STEP ONE

Date of Discussion with immediate supervisor: _____

STEP TWO

Name of Grievant: _____

Other(s) involved in incident: _____

Article(s) alleged to have been violated: _____

Statement of facts giving rise to the grievance: _____

Statement as to how facts indicate violation of the Agreement:

Relief Sought: _____

Signature _____ of _____ Grievant:

Date: _____

Date _____ submitted _____ to _____ immediate _____ supervisor:

Answer of immediate supervisor: _____

Requested relief: _____ Granted _____ Denied

Signature _____ of _____ Grievant: _____ Date:

STEP THREE

Date submitted to Superintendent: _____

Date of meeting with Superintendent: _____

Answer from Superintendent: _____

Signature: _____ Date: _____

STEP FOUR

Date Appealed to the Board of Education:

Reason for the appeal: _____

Signature of Association Rep.: _____ Date: _____

Date of meeting with committee of the Board of Education:

Disposition of the grievance: _____

Recommendation to the Board:

Signature of Board Member: _____ Date: _____

Date of Board Meeting: _____

Disposition of the grievance:

Signature of Board Member: _____ Date: _____

STEP FIVE

Date submitted to arbitration:

DISTRIBUTION OF FORM:


1. Transportation Supervisor
2. Bus Drivers Association
3. Grievant
4. Central Office

Grievance Number: _____

ARTICLE TWENTY-TWO – DURATION OF THIS AGREEMENT:

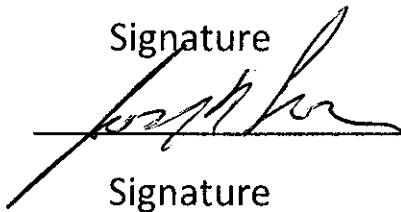
This Agreement covers the period of July 1, 2018-June 30, 2021

FOR THE EATON RAPIDS BOARD OF EDUCATION

 _____ President

Signature

Date

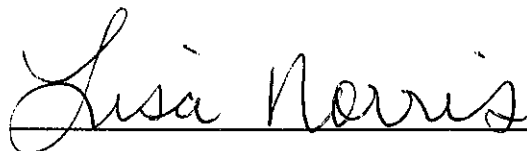
 _____ Secretary

6/27/18

Signature

Date

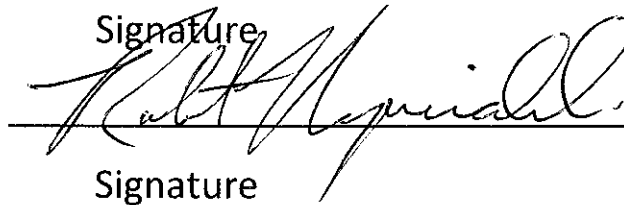
FOR THE EATON RAPIDS BUS DRIVERS ASSOCIATION

 _____ President

6-21-18

Signature

Date

 _____ Secretary

6-21-18

Signature

Date