

**T R A V E R S E   C I T Y**  
**Transportation Association**



**Master Agreement**

July 1, 2019 – June 30, 2022



Traverse City Area Public Schools  
**Great Community, Great Schools**



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AGREEMENT

Section 1

- 1.1 This Agreement is made and entered into this 15th day of May 2019 by and between the Board of Education of the Traverse City Area Public School District, hereinafter called the “Board”, and the Traverse City Transportation Association/MEA/NEA, hereinafter called the “Association”.
- 1.2 Exercise of the powers of the Board is limited only by the express agreements contained in this contract. Policies or practices in conflict with this Agreement are superseded by this contract.

RECOGNITION

Section 2

- 2.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, working hours, safety, and other conditions of employment for all regularly assigned bus drivers employed by the Traverse City Area Public Schools, but excluding temporary, retired (except those retired employees who are re-hired) employees in permanent positions and substitute employees, maintenance and custodial personnel, bus mechanics and bus mechanic helpers, secretarial and clerical employees, directors, assistant directors, managers, supervisors, and all other employees employed by the Traverse City Area Public School District.
  - a. A supervisor shall be defined as any person who is charged with responsibility for selection, evaluation, and/or direction of personnel.

RESPONSIBILITIES OF MANAGEMENT

Section 3

- 3.1 The Employer is vested legally and exclusively with certain powers, duties, and responsibilities, which it may not, by any means, share with or delegate to any other body or organization. Among these powers, duties, and responsibilities are, but not limited to:
  - a. The executive management and administrative control of all aspects of the transportation system of the district and the activities of its employees including the right to subcontract such services.
  - b. The hiring and firing of employees and the determination of qualifications and conditions of employment, including training programs, standards of performance, assignments, promotions, transfers, discharge and discipline of personnel, and of the size, composition and structure of the working force.
  - c. The establishment of policies and procedures, which determine the operation of the transportation program and responsibilities of its personnel, and executive management and administrative control of the properties of the school district.
- 3.2 In establishing policies and procedures to carry out the above responsibilities, the Employer, or its designated representatives, may consult with the employees involved.

## COMMUNICATIONS CHANNELS

Section 4

- 4.1 The Employer and its designated representatives bear the responsibility for formulating policies and programs relating to the Transportation Department. The Employer will make every attempt to inform and consult with the Association when considering policies and programs, which may affect the Transportation Department.
- 4.2 Representatives of the Employer and the Association will meet at least once each month by mutual agreement for the purpose of such consultation as well as reviewing the interpretation of this agreement and compliance therewith on the part of both the Administration and the Association.
- 4.3 Each meeting shall be no more than two (2) hours in duration. If requested, an agenda shall be submitted by each party twenty-four (24) hours prior to the meeting.
- 4.4 No more than three (3) Association representatives shall be paid for attending meetings called for by the Employer, and will be compensated at their regular hourly rate.

## CLASSIFICATION OF TRANSPORTATION STAFF

Section 5

### 5.1 REGULAR BUS DRIVER

A regular driver is an employee who has been awarded or assigned a regular scheduled run.

- a. The regular driver shall be paid in accordance with the regular salary schedule, and is eligible for all contractual benefits.

### 5.2 ALTERNATE BUS DRIVER

An alternate bus driver is one who relieves for an absent regular driver, or does other driver-related duties as assigned by the Director of Transportation or his/her designated representative, and is available for such assignment on a daily basis.

- a. The alternate bus driver shall be paid in accordance with the bus driver salary schedule plus .15 cents and is eligible for the same contractual benefits accorded the regular driver.
- b. An attempt will be made to maintain a ratio of 1 alternate bus driver for every 8 bid runs. Good faith effort to secure adequate alternate bus drivers will commence when the ratio drops to 1 alternate bus driver for every 9 bid runs.
- c. Alternate bus drivers shall report in accordance with schedules drawn up by the Employer at bid time with each position to be a minimum of two hours. Alternate bus drivers who are not assigned a run may be assigned to complete extra work as defined in Section 28.

- d. An alternate bus driver may be utilized to assist on any other bus run as required at the discretion of the employer.
- e. Alternate bus drivers must be utilized on a seniority basis when their bid starting and ending times are the same. Employer will assign runs based on seniority and hours. Employees may make changes to assignments with Employer approval.

### 5.3 DRIVER UTILIZATION

- a. To relieve absent regular a.m. and p.m. drivers, after all alternate drivers, the following will be followed:
  - 1. One-a-day drivers will be utilized on a seniority basis. A one-a-day driver is a regular bus driver with at least one (1) regular bus run and/or alternate position and has requested additional work.
- b. To relieve for absent regular noon drivers, the following progression will be followed:
  - 1. Noon alternates
  - 2. Regular drivers and regular alternate drivers based on seniority if assignment made prior to one hour before the start of the run.

### 5.4 BUS TRAINER

A bus driver trainer is an employee who has applied for, interviewed and been selected based on qualifications, experience and seniority to train bus drivers. This position follows the negotiated wage scale for bus drivers in Section 37.2 but will not be bid following Section 28.3 and will consist of varying hours which shall not count as accrued time for insurance purposes.

## TRANSPORTATION STAFF QUALIFICATIONS AND TRAINING

Section 6

- 6.1 All classifications will have job descriptions that include basic job requirements and qualifications.
- 6.2 Each driver shall pass and pay for a physical examination according to Federal, Michigan, and Traverse City Area Public School District standards.
  - a. Drivers must provide proof of successfully passing the Michigan Department of Education physical by August 1 of each year prior to the bid first selection of the school year.
- 6.3 Each driver shall pass written and physical skill test examinations based on Federal, Michigan, and Traverse City Area Public School District standards. Drivers shall also attend Michigan School Bus Safety Education classes as required by the Michigan Department of Education.

- 6.4 All employees shall attend if directed, all training programs offered by the District, unless excused by the Director of Transportation.
- 6.5 All employees will be offered an opportunity to participate in other in-service training programs. Special training programs may be required.

PROBATIONARY PERIOD - DRIVER

Section 7

- 7.1 An employee will be placed on the payroll the first day he/she reports for training. The first payroll check will be issued as scheduled by the Payroll Department, providing the driver has completed all the necessary forms.
- 7.2 Appointment as a regular staff member of the Transportation Department shall require a probationary period of up to ninety (90) working days.
- 7.3 A procedure for performance review of probationary drivers will be mutually developed by the Association and the Director of Transportation.
- 7.4 The Association will be notified when an employee completes his/her probationary period.
- 7.5 A probationary employee will accumulate but will not be eligible to use contractual leave benefits until he/she has successfully completed his/her probationary period. A probationary employee will be eligible for contractual health insurance or cash in lieu of insurance benefits beginning the first of the month following completion of the probationary period.

ASSIGNMENT AND TRANSFER

Section 8

- 8.1
  - a. A bus run will consist of time to conduct actual run as determined by Director of Transportation based on a computerized routing program.
  - b. Employees will clock in, clock out, and be paid according to actual work hours. Employees returning to the bus garage before the end of their road time shall notify the dispatch office unless otherwise notified by the Director of Transportation or designee. The employee may be assigned extra work consistent with Section 28 to fulfill their scheduled paid time.
  - c. Drivers will be guaranteed a minimum of 2 hours for each run.
  - d. The duties/responsibilities of a driver are listed below by way of example and not limitation and may be changed by mutual agreement with the Association.
    - 1. "Prep Time" duties/responsibilities are:
      - a. check in/report time
      - b. pre-trip
      - c. "see me"/check mailbox
      - d. fuel if necessary
    - 2. "Road Time" duties/responsibilities are:
      - a. leave on departure time
      - b. follow left/right sheets as written



- c. maintain student discipline
- d. follow proper radio procedures
- e. load/unload in a safe manner
- f. operating vehicle in compliance with federal, state, and local laws and regulations
- g. maintain a professional demeanor with parents and public
- h. cool down bus in the parking lot
- i. follow policies and/or procedures as required
- j. restroom break for runs without down time

- 3. "Post Time" duties/responsibilities are:
  - a. sweep/clean bus
  - b. update left/right sheets when changes are authorized
  - c. referrals/incident reports
  - d. flasher passers
  - e. "see me" meetings
  - f. inclement weather
  - g. vehicle maintenance form/mechanic
  - h. unscheduled meetings with principals or other staff
  - i. follow policies and procedures as required

8.2 Employees shall be notified of the tentative bus run selection day(s) prior to the end of school, barring unforeseen circumstances. A change may be made by mutual agreement between the Employer and the Association. Selection will take place no later than the fourth Friday of the new school year. Certified drivers shall make their selection on the basis of seniority as outlined in Subsection 11.2. Employees not attending the scheduled selection day shall be assigned by the Employer after conferring with the Association unless another employee reports at the designated bid time with authorization to bid for the employee.

- a. All employees shall be notified by mail at least 20 calendar days in advance as to their bus run selection time and day at their last address on file in the Transportation Office. Due to unforeseen circumstances this time may be adjusted by mutual agreement between the Employer and the Association.
- b. Employees on leave shall be notified at least 20 calendar days in advance of their bid time, by certified mail, mailed to their last address on file in the Transportation Office. Due to unforeseen circumstances this time may be adjusted by mutual agreement between the Employer and the Association.
- c. Runs shall be made known as to the length of the run in hours and minutes. Specific criteria listed on the Bus Driver Daily Time Schedule will be developed by mutual agreement between the Employer and the Association. The check-in and check-out times of bid runs may vary by up to 20 minutes. The criteria will be available in the Standard Operating Procedures Manual. Runs shall be posted and left/right sheets made available for review five (5) workdays prior to the seniority bidding of runs.

- d. Bid runs may be combined in blocked time. There will be no limit on the percentage of bid runs combined in blocked time. Blocked time will be in a minimum of five (5) hours. The Director of Transportation may get input from the Association on the composition of the blocked time.

### 8.3 Job Sharing/Flex Hours

- a. Employees may submit an application for job sharing/flex hours to the Director of Transportation. An employee's request may only affect one a.m. run, one noon run, or one p.m. run.
- b. The Director of Transportation will approve the request providing all specific criteria have been met. The criteria will be mutually developed by the Employer and the Association.
- c. Prior to denying the request, the Director of Transportation will advise the Association President or his/her designee of the reason for denial.
- d. An employee with an approved application for flex time shall be used as an alternate on days available (for an amount not less than their bid run time). This alternate position will last until expiration of their flex time, at which time he/she would resume his/her bid run. An alternate will be assigned per the contract to cover the original run for the length of the scheduled flex time.
- e. The number of employees exercising job sharing/flex hours shall not be used in calculating the employee ratio in Subsections 5.2.b.

### 8.4 Bus Run Selection Procedures

- a. All runs shall be selected on a seniority basis from bids submitted, beginning with the employee with the greatest seniority. Employees not successful in securing runs at bid-time shall be given the choice to be substitutes or "laid-off" consistent with Section 13 of this Agreement.
- b. Probationary employees may be assigned runs by the Director of Transportation.
- c. New runs or run vacancies that occur after the annual run selection time will be posted for bid and filled on a seniority basis. Employees will not be permitted to overlap run times.
- d. New runs or run vacancies will be posted for bid within five (5) driving days unless notice of extenuating circumstances is given to the Association.
- e. Open runs shall be posted for bid three driving days prior to filling the vacancy. A copy of the list of employees bidding on the opening shall be sent to the Association.

- f. If the open run is not bid on after being posted three (3) driving days, the Director of Transportation will assign a probationary employee to fill the vacancy. However, a substitute driver may be assigned until a probationary employee is available.
  - g. If an employee fails to initial the bid sheet in the presence of dispatch by 11:00 a.m. on the driving day following the date of the closing, the employee will not be eligible for the vacancy. Absent employees may designate another co-worker or management personnel to sign their names to postings via verbal arrangements or written permission.
  - h. In the event an employee locks in on more than one run that results in conflicting times or total hours, the employee must make their selection at the time notified by dispatch.
- 8.5 After the seniority assignment of runs, if an employee is unable to continue one or more of his/her regular scheduled runs he/she shall not be able to select a new run covered by an employee with less seniority. He/She may be assigned by the Director of Transportation a run or alternate position if either is available. He/She also shall not be able to regain his/her lost run if a subsequent change would permit it. He/She could return, providing a vacancy occurs for which he/she is qualified.
- 8.6 After consultation with the Association, if conditions warrant, employees will be subject to transfer by the Director of Transportation. The Association will be notified of the transfer.
- 8.7 A copy of all job openings within the school district will be posted in the Transportation Department.
- 8.8 Bus Run Changes
- a. For any bus run change or accumulation of changes after the Annual Run selection, which shall take place no later than the first count date of the new school year, where the change shall increase/decrease the report time or change the check-out time of the original run, the employee shall be compensated for the total change in time and set at the time of the addition (subject to Section 8.10).
  - b. Bus run time changes will be retroactive to the date of the initial change. If not denied within five (5) working days of the request, the change will be approved (subject to Section 8.10).
  - c. Time from the start to end of the assigned run shall be paid time and used at the discretion of the Director of Transportation.
  - d. Bus run changes that result in an increase of run time shall be discussed with the employee prior to affecting the change. Employees will be paid for actual increase in time. If the employee's schedule does not permit assumption of the revised run, the employee may assume the run of any probationary driver. If a probationary run does not fit his/her

schedule, he/she shall be eligible for a leave of absence until the next run selection date, without loss of seniority.

- 8.9 Should an original run change that isn't in blocked time because of a substitution of routes or restructuring of the route, the driver may select any portion of the run or he/she may bump any probationary employee.
- 8.10 The Employer reserves the right to make run and route changes as necessary for increased efficiency, and in the best interest of students transported. All such changes shall be subject to the compensation described in this section.
- 8.11 Employees will not be permitted to bid any combination of runs that would cause them to accumulate more than forty (40) hours per week for all jobs in the district.
- 8.12 Employees dropping any bid run will give a ten (10) work day notice to the Director of Transportation.

#### LEAVE OF ABSENCE

#### Section 9

- 9.1 If an employee will not be available for driving for five (5) or more consecutive driving days for reasons other than illness, he/she shall apply to the Director of Transportation for a leave of absence at least one (1) week but not more than forty-five calendar days prior to the expected leave.

Verbal arrangements may be made if, in the judgment of the Director of Transportation, emergency circumstances do not permit application in writing. Written applications must be submitted upon return.

- 9.2 At the discretion of the Director of Transportation, an employee may be granted a leave of absence without pay or fringe benefits, but not to exceed one (1) year. To qualify for this leave an employee must have at least two (2) years seniority.
- 9.3 If the employee's leave of absence extends beyond fifteen (15) consecutive driving days, his/her run may be declared vacant and open for bid. If the run is reassigned during an authorized leave, the employee on leave will be eligible to return to employment as an alternate driver and must be available on a daily basis for any vacancy for which he/she qualifies.
- 9.4 If an employee's leave of absence granted by the Employer extends for a period of twenty (20) cumulative driving days or more, the loss of time shall be subtracted from his/her seniority date.
- 9.5 Effort will be made to grant up to six (6) leaves of absence to regular employees during the last twenty (20) workdays of the school year for the purpose of obtaining other summer employment. Granting such leaves will be subject to the availability of qualified drivers.

9.6 A leave of absence request for deer hunting shall be forwarded to the Director of Transportation at least seven (7), but not more than fifteen (15), workdays prior to November 15. Deer hunting leaves of absence shall be subject to the availability of qualified drivers, and will be granted on a seniority basis. Morning (a.m.), noon, and afternoon (p.m.) runs that must be filled due to deer hunting leaves shall be filled by giving preference to seniority drivers who follow established procedures in making themselves available for those runs.

9.7 Medical Leave of Absence

- a. A leave of absence (up to one full school year) may be granted by the Employer for medical reasons.
- b. The necessity for the leave of absence shall be substantiated by a physician's statement.
- c. The leave shall be granted without salary or other economic benefits if previous sick leave and/or Family Medical Leave Act (FMLA) time has been exhausted.
- d. In accordance with the provisions of FMLA, employees may be eligible for up to twelve (12) weeks unpaid leave for the purpose of their own illness, or the serious illness of a spouse, child, or parent. During this unpaid FMLA leave, the employer shall continue to provide its share of the group health benefits in accordance with the Act.
- e. If an employee is on an unpaid medical leave of absence in excess of 15 consecutive driving days outside of FMLA protection, his/her run/s may be declared vacant and opened for bid.
- f. An employee returning from a medical leave of absence will be guaranteed the DEQ in place of the time the FMLA or medical leave of absence began.
- g. An employee's seniority will be adjusted by the total number of unpaid days while out on a medical leave of absence.

LOSS OF TIME AFFECTING

SENIORITY RATING AND ANNIVERSARY PAY DAY

Section 10

10.1 Should an employee present a physician's certificate of illness or injury, which would prevent him/her from driving, the following shall apply:

- a. The employee shall retain his/her seniority rank and run assignment until bus run selection time the following school year.
- b. In the event of the above, the Director of Transportation shall assign an alternate driver, or probationary driver to fill the run on a temporary basis until bus run selection time. The vacancy shall not be subject to the bid process.

- c. Should the absence for illness extend beyond the bus run selection time, and the employee is on an unpaid medical leave of absence in excess of 15 consecutive driving days outside of FMLA protection, his/her run/s may be declared vacant and opened for bid.
  - d. Should the absence for illness extend beyond the bus run selection time, and the employee is still on personal paid sick time or on an unpaid medical leave of absence within 15 days outside of FMLA protection, the employee will be able to bid at the bus run selection time.
- 10.2 If a new employee or an employee in good standing quits and is subsequently rehired within a period of three (3) years, he/she shall start at the salary step he/she previously held or shall be granted credit for each year of additional public schools bus driving experience obtained while employed at another district.

## SENIORITY

## Section 11

- 11.1 New employees shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. The date of hire will be the first day in which employees report for training. When more than one person reports for training on the same date, then all individuals so effected will participate in a drawing to determine positions on the seniority list. Seniority shall be on a job classification basis.
- 11.2 Seniority Lists
- a. The seniority list will show the names, job titles, dates of hire and seniority dates of all employees in the Association.
  - b. The Employer shall furnish the Association with five (5) current complete seniority lists at the beginning of the school year and at the end of the first semester. A current seniority list will also be provided to the Association prior to the annual bus run selection.
  - c. The Employer shall notify, in writing, the Association when an employee is hired, laid-off, recalled, terminates employment, starts an authorized leave or returns from an authorized leave.
- 11.3 If an employee transfers to another position under the Employer, not included in the bargaining unit, and thereafter, within one (1) year, returns to the bargaining unit, he/she will be entitled to retain his/her seniority as he/she may have had under this agreement prior to such transfer. During this transfer period the employee will not accumulate seniority in the bargaining unit.

#### 11.4 Loss of Seniority

An employee shall lose his/her seniority for the following reasons:

- a. He/she quits.
- b. He/she is discharged.
- c. He/she is absent for three (3) working days without notifying the Employer.
- d. He/she has a leave of absence for a period of twenty (20) cumulative driving days or more.

#### EMPLOYMENT DISCIPLINE/TERMINATION

#### Section 12

12.1 Employees may be disciplined and/or discharged for just cause for any of the following offenses, by way of example and not limitation:

- a. Unsatisfactory work.
- b. Unlawful conduct.
- c. Failure to perform duties properly.
- d. Violation of policies, rules or procedures.

12.2 For violation of policies, rules, procedures, or failure to perform duties properly corrective discipline may include any of the following:

- a. Written Warning.
- b. Written Reprimand.
- c. Suspension.
- d. Termination.

First violations resulting in suspension or termination will be made in accordance with Subsection 12.3.

12.3 In the case of alleged on-the-job unlawful conduct, violation of the drug and alcohol policy or other serious violations, the employee may be suspended immediately, with pay, pending a full investigation of the allegation(s) by the Director of Transportation or designated representative. After the investigation, corrective discipline, if imposed, may include any of the steps mentioned in 12.2 up to and including termination.

12.4 In the event of a chargeable accident involving a school vehicle, the following procedure may be followed:

- a. Accidents will be investigated as completely as possible. The driver may be requested not to drive (with pay) during the investigation.
- b. Corrective discipline will be as outlined in 12.2.

- 12.5 The dismissal of an employee shall be preceded by a written notice, which shall contain a specific statement or statements of the reason(s) for the termination.
- 12.6 A terminated employee may be given an opportunity to submit his/her written resignation.
- 12.7 Use of Past Record
- a. In imposing any suspension or disciplinary action on a current charge, the Employer will not take into account any infractions, which occurred:
    1. More than two (2) years previously on written warnings.
    2. More than three (3) years previously on written reprimands.
    3. More than five (5) years previously on infractions greater than written warnings and written reprimands.
- 12.8 Inspection and Challenging Records
- a. An employee can review his/her record with Employer representatives present and with or without an Association representative present, upon the request of the employee.
  - b. Disputed entries in the record may have a letter of clarification attached as provided by the employee.

## LAYOFF AND RECALL

## Section 13

- 13.1 In the event the Employer determines it necessary to reduce the work force, such reduction shall take place on the basis of least seniority. A copy of any layoff notice sent to an employee will concurrently be sent to the Association.
- 13.2 Order of Reduction
- a. Subject to the provisions of Subsection 13.1 above, the number of personnel shall be reduced in the following order:
    1. Probationary employees.
    2. Other employees according to their seniority.
- 13.3 Bumping
- a. Seniority employees may only bump within classification in the following order:
    1. Employees with the lowest probationary period first.



2. When no probationary employee remains, the employee with the lowest seniority.
- b. No more than one (1) bump per employee can be made during a reduction-in-force, unless another reduction takes place, in which case, the procedure beginning in “a.” above, shall be followed. However, only those employees who are directly involved in the reduction-in-force may bump again.

#### 13.4 Reduction Procedures

- a. The Employer will provide employees with notice ten (10) weekdays (Monday through Friday) prior to any layoff.
- b. Employees bumped to substitute status due to the run selection process shall not be considered as laid-off.

#### 13.5 Order of Recall

Personnel shall be recalled to work in the inverse order of the above reduction.

- a. The Employer shall give written notice of recall from layoff by mailing a registered or certified letter to the employee at his/her last known address five (5) week days prior to the date of return to work.
- b. The employee shall report to work upon the date specified by the Employer and failure to report on that date shall terminate his/her employment, unless prior approval has been given by the Director of Transportation to report at a later date.
- c. If an employee is unable to continue his/her regular scheduled run because of a layoff, and is forced to bump a lower seniority employee, the driver will maintain run time that is no less than the driver's last regular bid run.

This run time shall be maintained until the employee has the opportunity to bid at annual run selection. Employees may be assigned duties equal to the regular run time paid while assigned to a run with less time than the run held prior to layoff.

#### 13.6 Other Conditions

Any layoff under this article shall suspend for the duration of the layoff the Employer obligation to pay salary or fringe benefits under this Master Agreement, except as may be noted in the life insurance and health care benefits section of this contract (Section 38).

- 14.1 Each employee shall be granted sick leave as follows:
- 1 day per month (credited and used based on bid hours) to a maximum of 10 days per school year, accumulative to a maximum of 140 days (credited and used based on bid hours).
- 14.2 Employees may be paid sick time in increments of one tenth of an hour.
- 14.3 Employees who work summer bid runs without any unpaid paydays will be awarded two additional sick days upon completion of the summer programs.
- 14.4 Sick leave allowance shall be used when an employee is absent from duty because of illness, injury, or an anticipated prolonged absence including scheduled surgery, pregnancy/childbirth related disabilities. Any employee who anticipates a prolonged illness shall supply the Employer with notification from his/her physician.
- 14.5 If a probationary employee is absent due to injury on the job, sick leave benefits are effective as of the first day of hire.
- 14.6 If an employee is absent due to illness for more than five (5) consecutive days, a doctor's letter may be required to qualify for additional sick days.
- 14.7 An employee who becomes ill during the summer vacation and cannot assume his/her duties at the beginning of the school year will be eligible for benefits under his/her accumulated sick leave commencing the first day of school, upon presentation of a physician's certificate of illness or injury.
- 14.8 The Employer shall furnish each employee with a copy of his/her accumulated sick leave by June 30 annually.
- 14.9 Sick Leave Reserve
1. When an employee's sick leave has been exhausted, an employee may be granted and approved for the sick leave reserve as outlined in section 14.9 b. The following guidelines will govern utilization of the sick leave reserve.
    - a. In order to be eligible to draw from the reserve, the driver must be eligible for sick leave and must have contributed to the sick leave reserve at most recent request.
    - b. Each employee will be required to contribute hours equivalent to one (1) of his/her accumulated sick leave days to the sick leave reserve each year in order to be eligible for sick bank time. An electronic consent form for the deduction will be sent to each employee. Additional hours shall be requested of employees only when the reserve is depleted to five hundred (500) hours or

fewer. If the reserve is depleted to five hundred hours or fewer, employees will be asked to contribute one (1) sick day to the sick leave reserve in order to remain eligible for the sick leave reserve benefit. The number of sick bank days granted to eligible employees will not exceed the employee's personal sick time balance at the time the employee goes on sick leave.

- c. The sick leave reserve shall be available only for major personal illnesses and injuries of ten (10) or more workdays and not on a daily basis. A certificate of injury or illness form from a licensed physician must accompany the request for use of the sick leave reserve. The request must be received in the Human Resources office (if possible) prior to the effective date of drawing from the sick leave reserve.
  - d. An employee may not draw in excess of thirty (30) days from the sick leave reserve in any one (1) school year.
  - e. An employee who has used the equivalent of thirty (30) sick leave days shall not draw additional hours from the sick leave bank in a subsequent year unless the employee has contributed the equivalent of at least one (1) additional day to the sick leave reserve for the subsequent school year.
  - f. An employee will not accrue sick leave while utilizing sick leave reserve.
2. In order to be eligible to draw from the sick leave reserve, the employee must present a doctor's certificate of injury or illness to the Compensation and Benefits Office with the request to use the sick leave reserve.
  3. The sick leave reserve shall be administered by the Compensation and Benefits Office, subject to periodic review by two (2) persons designated by the Superintendent or his/her designee and two (2) persons designated by the TCTA. Upon request, the Association president will be provided the usage and balance report on the utilization of the sick leave reserve.

## CHILD-CARE LEAVE

## Section 15

- 15.1 An unpaid leave of absence up to one (1) year may be granted to an employee for the purpose of providing child care for a newborn or adopted infant under the following conditions:
- 15.2 The application for such leave shall be received by the Director of Transportation no later than fifteen (15) calendar days prior to the effective date of the commencement of the leave.
- 15.3 The child-care leave shall commence on the date the employee has been released from her disability by the attending physician and shall terminate not later than one (1) calendar year from the date the leave commences.

- 15.4 In the case of an adopted infant, the child-care leave shall commence on the date of adoption and shall terminate not later than one (1) calendar year from the date the leave commences.
- 15.5 The child-care leave shall be granted without salary or other economic benefits except as provided under the Family Medical Leave Act.
- 15.6 If an employee's unpaid child-care leave granted by the Employer extends for a period of twenty (20) consecutive driving days or more, the loss of time shall be subtracted from his/her seniority date.

#### ILLNESS IN IMMEDIATE FAMILY - ABSENCE FROM DUTY

Section 16

- 16.1 Absence without loss of salary shall be allowed for illness in the immediate family as follows:  
  
Six (6) days per year, not accumulative.
- 16.2 Immediate family is defined as husband, wife, spouse, parent, brother, sister, child, child-in-law, parent-in-law, immediate step-parent, grandparents, immediate step-child, or a person living and making his/her home in the employee's household.
- 16.3 Such absences shall be deducted from the employee's sick leave, and it becomes the responsibility of the employee to complete a "Record of Absence" form upon his/her return to work.

#### FUNERAL LEAVE - ABSENCE FROM DUTY

Section 17

- 17.1 An employee shall be allowed up to eight (8) days with pay as funeral leave not being deducted from sick leave for a death in the immediate family or for an employee or employee's spouse who suffers a miscarriage. Immediate family shall be defined as follows: husband, wife, spouse, parent, brother, sister, or child.
- 17.2 An employee shall be allowed up to five (5) days as funeral leave for the death of a parent-in-law, immediate step-parent, brother-in-law, sister-in-law, grandparent, grandchild, immediate step-child, or a member of the employee's household. Three (3) days shall be with pay and two days are to be deducted from the employee's sick leave.
- 17.3 The leave granted by the provisions of this section shall be used for the purpose of attending the funeral or for making necessary arrangements for family affairs both prior and subsequent to the funeral if required.
- 17.4 Upon receipt of a request from the employee, accompanied by a physician's recommendation, additional days may be granted by the Director of Transportation. The additional days shall be subtracted from the employee's sick leave.

17.5 It is the responsibility of the employee to complete a “Record of Absence” form upon his/her return to work.

INCENTIVE DAYS

Section 18

18.1 An employee with perfect attendance (no without pay days, sick days, personal leave days or funeral leave days) will be given one paid day at the end of the school year.

18.2 An employee who has accrued sick days and has perfect attendance (no without pay days, sick days, personal leave days or funeral leave days) during a school year shall receive additional paid days based on the following schedule.

Accrued Sick Hours	Additional paid days with Perfect attendance
780 hours	5 days pay
660 hours	4 days pay
540 hours	3 days pay
420 hours	2 days pay
300 hours	1 day pay

WORKERS’ COMPENSATION

Section 19

19.1 All employees shall be covered by Workers’ Compensation Insurance under the Michigan Workers’ Compensation Law. Any employee who is absent because of an injury or disease compensable under the Michigan Workers’ Compensation Law, shall not have his/her accumulated sick leave days reduced while receiving pay through Michigan Workers’ Compensation.

PERSONAL DAY LEAVE

Section 20

20.1 Absence may be granted during the school year without loss of salary for attending to affairs of a personal nature, which could not be conducted on a weekend or outside the school day.

20.2 An employee planning to use a personal leave day shall obtain approval from the Director of Transportation in writing in advance. In cases of emergency, prior approval must be obtained and written application must be submitted upon return.

20.3 One day shall be allowed per year not accumulative. This day shall not be granted for vacation or recreational activities, nor immediately before or after a holiday or vacation except at the discretion of the Director of Transportation.

20.4 At the end of the school year, any unused day will be added to the employee’s accumulated sick leave.

- 20.5 One unpaid business day will be granted during the school year for attending to affairs of a personal nature, which could not be conducted on a weekend or outside the school day.

## JURY DUTY

## Section 21

- 21.1 An employee summoned to jury duty or subpoenaed as a witness, where failure to appear would result in punishment under the law, shall be paid his/her full salary, except that:
- a. Should said duty constitute less than one-half day, he/she shall report for his/her assignment upon termination of duty.
  - b. An employee shall report for work if the case is dismissed or settled prior to his/her driving shift.
  - c. This time is not charged as a personal leave day or sick leave and will not affect an employee's incentive pay.
  - d. Should said jury duty continue for more than fifteen (15) working days, s/he shall return to the district the earnings received for jury duty for any days beyond the aforementioned fifteen (15) days.
- 21.2 An employee who plans to participate in a hearing or judicial matter may do so with prior supervisor approval and without pay unless the employee chooses to use a paid personal business day.

## WORKSHOPS/CONFERENCES AND PARENT MEETINGS

## Section 22

- 22.1 Workshop: A meeting in which employees are required to attend training programs.
- a. Employees shall be paid at their established rate of pay for attending workshops scheduled by the Employer.
    1. For workshops held prior to or immediately after their run assignment, payment shall be made based on actual time.
    2. For workshops held during run time, no run time will be lost. Any additional time will be paid based on actual time.
  - b. Attendance at workshops is required unless prior arrangements are made with the Director of Transportation.
  - c. Employees shall be reimbursed mileage at the school district rate if it is required by the Director of Transportation to use personal vehicles to attend employee workshops scheduled outside the school district. Only one driver of each authorized vehicle shall receive mileage

reimbursement. Mileage is figured from the bus garage to the meeting and return to the bus garage.

- d. Employees shall be reimbursed for meals when attending a required out-of-town workshop, as scheduled by the Director of Transportation.

22.2 Conference: A scheduled meeting with the Director of Transportation and/or his designated representative. If the Director of Transportation or his/her designated representative requires an employee to attend a scheduled meeting, said employee will be compensated as follows:

- a. For conferences held prior to or immediately after their run assignment, payment shall be based on actual time.
- b. For conferences held during run time, no run time will be lost. Any additional time will be paid based on actual time.
- c. A request to see a supervisor, when convenient, does not always constitute a scheduled meeting.

22.3 Parent Meeting: A scheduled meeting with the Director of Transportation and/or his/her designated representative and/or a parent(s). If an employee is requested to be present for a parent meeting, he/she shall be compensated as follows:

- a. For meetings held prior to or immediately after his/her run assignment, payment shall be based on actual time.
- b. For meetings held during run time, no run time will be lost. Any additional time will be paid based on actual time.
- c. Whenever possible, the Employer will schedule meetings with parents in a manner that will not create a problem for the employee to attend.

## RETIREMENT PAY

## Section 23

23.1 To qualify for retirement pay, the individual retiring must have been employed by the Traverse City Area Public School District for a minimum of ten (10) consecutive years. In addition, the employee must be qualified for retirement (including disability retirement) under the Michigan Public School Employees Retirement System (MPERS) unless the employee has been employed for a minimum of ten (10) consecutive years by Traverse City Area Public Schools and has reached the age of sixty (60) years. The employee must submit evidence from a state retirement office that the processing of her/his application for retirement has been completed. The employee must be eligible to begin drawing within thirty (30) days of the time of terminating employment with the Traverse City Area Public School District.

If an employee is not eligible for retirement or disability retirement under MPERS, but the employee has been employed for a minimum of ten (10) consecutive years by Traverse City Area Public Schools and qualifies and is eligible to draw within thirty (30) days of retirement through another Michigan state employees retirement system which allows the individual to transfer retirement credit earned while working for the Traverse City Area Public School District from MPERS to the Michigan state retirement system under which the employee is eligible to draw benefits. The employee will be required to submit evidence of such eligibility and transfer of retirement credit.

- 23.2 An employee qualifying for retirement pay under this section of the contract shall receive as retirement pay an amount equal to one-half (1/2) of the employee's regular daily base pay at retirement for each day of accumulated sick leave, but not to exceed a total of \$1,750 and an additional \$500 if the employee has had perfect attendance as defined in Section 18.1 during the 12 months prior to the employee's retirement date.
- 23.3 In case of the death of the employee, retirement pay in an amount equal to one-half (1/2) of the employee's regular daily base pay for each day of accumulated sick leave shall be paid to the employee's beneficiary, but not to exceed a total of \$1,750 and an additional \$500 if the employee has had perfect attendance as defined in Section 18.1 during the 12 months prior to the employee's death.

#### CONTRACTS

Section 24

- 24.1 Copies of this agreement shall be printed at the expense of the Board and furnished to employees. All new hires shall receive a copy of the Master Agreement provided by the Employer.

#### SUMMER RUNS

Section 25

- 25.1 Summer runs will be bid and awarded by seniority rank within classification. Employees may not bid or be awarded runs resulting in more than 40 hours of work per week for all jobs in the district. Notification of the availability of summer runs will be posted when known. A copy of the list of drivers awarded runs shall be sent to the Association President, prior to close of school, if known.

#### CHAUFFEUR'S LICENSE/COMMERCIAL DRIVER'S LICENSE (CDL)

Section 26

- 26.1 The cost of the initial chauffeur's license/commercial driver's license and fees for the school bus driver and passenger carrying endorsements will be paid by the Employee. Chauffeur's license/commercial driver's license fees and school bus and passenger carrying endorsements renewals will be paid by the Employer.



- 27.1 Special trips are defined as any scheduled trip other than the regular bus run, which involves the transportation of passengers. Specials trips will be paid at a rate of \$14.00 per hour for bus drivers in 2019/20, \$14.21 per hour in 2020/21, and \$14.43 per hour for 2021/22.
- a. Drivers will be permitted to drive their regular runs and a special trip even if the combination of hours exceeds eight hours a day.
  - b. Regionally merged trips with TCAPS and/or other school districts will follow the provisions of this section unless altered by mutual agreement.
- 27.2 Selection of bus drivers for special trips shall be based on a seniority list periodically prepared by the Director of Transportation with the exception of special circumstance trip privilege as defined in 27.3. Bids will be based both on the seniority and on the number of trip hours, beginning with the driver with the least amount of trip hours then seniority. Only in an emergency shall bus mechanics and the bus garage maintenance employees be required to drive a school bus to transport students.
- 27.3 Special circumstance trip privilege. All non-probationary bus drivers will be credited with one trip privilege credit per year that can be used by the employee to bump out any other employee from a trip regardless of seniority or hours. The trip privilege credit is non-transferrable from one employee to another. If two or more employees choose to use the trip privilege credit for the same trip, the employee with the most seniority will be awarded the trip and those not selected will retain their trip privilege credit for use at another time.

Twenty hours/month from the date of hire through the date of completion of probation will be assigned to new employees when they come off of probation.

An emergency signer will be called back if a trip no longer requires all buses reserved. If more than one regular driver is needed, the driver with the most trips will be called back.

In order to accommodate the transportation needs of our students and to increase the number of trips performed by the transportation department, Administration will prioritize the trips so that permanent bus drivers are given first opportunity to sign the four longest trips that impact runs. Additional requests that are in excess of those four posted trips that impact a run will be posted for permanent drivers whose run will not be impacted, instead of denying the trip request as is currently occurring. Every attempt will be made to fill all trip assignments with permanent bus drivers. Administration and TCTA will continue to meet and confer to discuss trip postings as more drivers and trips are added.

27. 4 The following are guidelines for special trips. Employees should refer to the Transportation Department Handbook for additional guidelines associated with the management, operation, and expectations of special trips:

- a. Trips shall be posted four working days prior to the day of the trip and will lock-in at 11:00 a.m. two days prior to departure. Should a trip be posted less than 48 hours prior to departure time, said trip would be open for bid up to 3:00 p.m. the night before the trip. A Saturday/Sunday trip will be treated the same as a Friday trip. Holidays and non-school days will not be used for computation of the lock-in period.
- b. Employees who receive posted emergency trips will be charged for emergency trip hours.
- c. Trip hours shall be accumulative from the first day of school through the day prior to the start of school the next year.
- d. Should a trip be canceled within the lock-in period, the employee shall be compensated for a two-hour call-in if the trip was posted for eight (8) or fewer hours and for four (4) hours if the trip was posted for more than eight (8) hours except when cancelled due to weather, if cancelled two hours prior to the trip start time. The call-in compensation shall not be charged to the accumulative trip hours. The call-in shall not apply when Traverse City schools are closed due to an emergency and the trip is canceled as a result of said emergency.
- e. Employees that lock in on more than one trip that results in conflicting times, the employee must choose one of the trips at the time notified by dispatch. If the employee refuses all trips, the employee will be charged with the hours of the longest trip.
- f. Employees absent the day before a special trip shall call the dispatcher by 1:00 p.m. of the day of absence to inform the dispatcher of his/her availability for the trip.
- g. Employees that cancel out within the lock-in period shall be charged with the number of hours of that trip.
- h. Employees returning from leave, where loss of seniority occurs, shall be charged with the same number of hours as the driver with the highest number of hours on the list at that time.

27. 5. Overnight Special Trips

- a. The employee's time will start at the time established by the daily trip itinerary, and shall be paid no less than the actual time involved in driving responsibilities each day, but not less than eight hours each day.

- b. Employee's shall not be required to supervise students except in an emergency situation.
- c. For each overnight, each driver will receive a \$30 food allowance per night.

27. 6. Long Distance Trips

- a. In the interest of safety, two drivers may be assigned to trips which 1) exceed 225 miles each way, and 2) are completed in one day.
- b. Two drivers may be provided for long distance trips which 1) are for fifteen hours or more, but less than 225 miles each way, and 2) must stop in two or more different cities for school performances or activities.
- c. One driver may be used for trips covered in a. and b. of this subsection and sleeping accommodations may be provided if necessary.

27. 7. Notice Time Prior to Special Emergency Non-Posted Trips

In the event the Transportation Office is notified the same day the need exists for a trip assignment, the Director of Transportation or his designated representative shall select an employee. If an employee is notified concerning a special trip twenty-four hours or less from the departure time, and he/she does accept it he/she shall not be charged with the trip's resulting trip hours.

27. 8. Shuttle Trips

- a. Local shuttles may occur between the a.m. and p.m. bus run and may be attached to a regular bus run.
- b. Shuttle attachment drivers will be paid at the regular rate based on the actual time that exceeds that driver's regular run time. The hours for these attachments will be charged to the drivers shuttle hour log separate from extra work or trip hours.
- c. Drivers may refuse local shuttles if they conflict with other work responsibilities or other commitments.

27. 9. Additional contractual services by way of example but not limited to the Migrant Program, Head Start, Van trips, etc. may be accommodated by mutual agreement.

## EXTRA WORK

## Section 28

- 28.1 Extra work shall be defined as any and all work performed outside a driver's assigned classification. Extra work by way of example and not limitation may include bus washing, State Police Inspection and "Halloween watch." Extra work will be paid at the employee's regular hourly rate.
- 28.2 Employees may not bid or be awarded extra work resulting in more than 40 hours of work per week for all jobs in the district unless approved by the Director of Transportation.
- 28.3 Selection of drivers for extra work shall be based on a merged seniority list. Bids will be based on seniority, job requirements and the number of extra work hours, beginning with the driver with the most seniority, and continuing down to the one with minimum service.
- 28.4 In order to qualify for extra work, a new driver must have completed his/her probationary period. When a driver becomes eligible for extra work, he/she must be charged with the same number of hours to his/her credit as the driver with the highest number of hours on the list at that time.
- 28.5 Employees will not be charged for extra work hours for assisting in emergency situations.
- 28.6 Drivers returning from leave, where a loss of seniority occurs, shall be charged with the same number of hours as the driver with the highest number of hours on the list at that time.
- 28.7 In the event an employee locks in on more than one extra work assignment that results in conflicting times, the employee must choose one of the extra work assignments at the time notified by dispatch. If the employee refuses all extra work assignments, the employee will be charged with eight hours of extra work.

## CALL-INS/EXTRA ASSIGNMENTS/ EMERGENCY EXTRA RUNS

## Section 29

- 29.1 Bus employees shall not be paid less than two (2) hours when called in. For an assignment immediately preceding or following a regular run or special trip the employee shall be paid based on actual time. Emergency extra runs shall be defined as runs that occur after an employee's return time. For emergency extra runs, employee shall be paid based on actual time.

## BULLETIN BOARDS

## Section 30

- 30.1 The Employer shall furnish two (2) bulletin boards (not less than 2'x4') for use by the Association.

## MEETING PLACES

Section 31

31.1 The Association shall be granted the use of school facilities as assigned by the Administration for conducting meetings, providing space is available without interfering with the school.

## ASSOCIATION BUSINESS/WORKSHOPS

Section 32

32.1

- a. An employee selected to attend Association Business or an Association Workshop shall be allowed time off with pay to attend. The Employer shall bill the Association for the cost of a substitute if one is needed. Total time allocated to the Association shall not exceed twenty (20) working days per year. The Association will notify the employer in writing a minimum of three (3) working days prior to the leave. Requests submitted less than three (3) working days prior to the leave may be approved at the discretion of the Director of Transportation. The number of employees attending shall be limited to two (2) at any one time.
- b. Additional days or employees may be approved by the Director of Transportation.
- c. An additional employee may be allowed to attend Association Business or an Association Workshop without pay at the discretion of the Director of Transportation.
- d. Meetings where attendance is requested by the Director of Transportation will not be charged toward Association Business/Workshops.

## REPRESENTATION

Section 33

33.1 If an employee is to be subject to a meeting, which could result in discipline, the Employer shall inform the employee of their rights to Association representation. For any employee receiving a reprimand, the Employer shall provide a copy of the reprimand to the Association President and Chief Steward or their designee.

## GRIEVANCE PROCEDURE

Section 34

34.1 Definitions

- a. A “grievance” is a written claim by an employee that there has been a violation, misinterpretation, or a misapplication of the terms of this agreement.
- b. A “day” is a weekday (Monday through Friday) exclusive of Saturday, Sunday, or holiday when the district is in operation.

#### 34.2 Informal Level

An employee with an alleged grievance shall first discuss the matter with his/her immediate supervisor. If requested by the employee, he/she may have a steward present. If the complaint is not satisfactorily settled, it may be advanced to Step I.

#### 34.3 Step I

If, as a result of the informal discussion with his/her immediate supervisor, the matter is not satisfactorily resolved, a formalized grievance shall be submitted in writing to the Director of Transportation within fifteen (15) days following the date of the alleged grievance. The written grievance shall include:

- a. Identification of the grievant(s).
- b. The specific facts upon which the grievance is based.
- c. Identification of the applicable portion of the agreement allegedly violated, misinterpreted, or misapplied.
- d. The specific relief requested.
- e. The date on which the alleged grievance occurred.
- f. The date on which the grievance is filed.
- g. A signature attesting to the facts as presented.

The Director of Transportation will respond in writing to the grievant within ten (10) days following receipt of the written grievance.

#### 34.4 Step II

If the grievance has not been satisfactorily resolved at Step I, it may be appealed in writing to the Director of Human Resources or his/her designee within five (5) days after the written response at Step I. A hearing will be arranged within five (5) days of receipt of said appeal. Within ten (10) days after the hearing, the Director for Human Resources or his/her designee will issue a written reply to the Association and the grievant.

#### 34.5 Step III

If the grievance is not resolved under the procedures set forth in the previous steps, either party may refer the grievance to the Michigan Bureau of Employment Relations for mediation, said submission to be made not later than fifteen (15) days following receipt of the answer to the grievance filed by the Employer in Step II.

#### 34.6 Step IV

Within fifteen (15) days after Step III, if the grievance has not been resolved at Step III, upon written notice to the other, either party may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.

34.7 Any of the above steps may be dropped by mutual agreement of both parties.

#### 34.8 Powers of the Arbitrator

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 decisions in cases of alleged violations of specific articles and sections of this agreement.

- a. He/she shall have no power to add to, subtract from, alter or modify any of the terms of the agreement.
- b. He/she shall have no power to establish salary structures or change in salary.
- c. He/she shall have no power to rule on any of the following: Termination of services or failure to re-employ any probationary employee.
- d. He/she shall have no power to change any practice, policy, or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board, not in conflict with the provisions of this agreement.
- e. He/she shall have no power to decide any question which, under this agreement, is within the responsibility of the Board to decide.
- f. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the Board.
- g. Losers shall pay the fees and expenses of the arbitrator. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
- h. The arbitrator's findings and recommendations shall be forwarded to the parties and the adverse party shall issue its decision with respect to implementation of said findings no later than fifteen (15) days from the date of receipt.

### 34.9 General

- a. No grievance may be advanced through the procedure herein established, later than fifteen (15) workdays after the occurrence or the awareness of the occurrence, which gave rise to the alleged grievance. The time limits established by this grievance procedure shall be strictly construed; provided, however, the parties to this agreement reserve the right to mutually extend or alter said time limits in writing. Any grievance not advanced to the next step of the grievance procedure within the time limits specified shall be deemed forfeited by the party.
- b. In the event the Employer fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.
- c. The Grievance Chairperson shall be provided a place to meet on the Employer's property immediately preceding meetings involving Steps I through IV, providing the request is made in advance.
- d. The grievance form to be utilized in the formal grievance procedure will be developed by the Employer and the Association. The grievance forms will be provided by the Employer.

## STORM DAYS

## Section 35

### 35.1 Cancellation Days

- a. Any driving days lost because school is closed or canceled, by way of example and not limitation, due to weather conditions, epidemic, power failure, etc., will be rescheduled as required by State Statute.
- b. Employees will have the option to be paid the first six storm days. Employees may use their personal business day and/or personal sick time to receive pay for the first three storm days. Employees may choose to complete online training and receive pay up to their DEQ for the fourth through sixth storm days. The online training certificate of completion would need to be submitted for pay within five (5) school days of the 4th, 5th or 6th storm day. The specific online training sessions will be determined with input from the Association and will be communicated to employees in September of each school year.
- c. In the event school is cancelled within 30 minutes or less of an employee's check in time, the employee shall be paid a two (2) hour call out.

### 35.2 Delay/Hold days

Any time school begins other than the normal school start time.



- a. One Hour Delay/Hold--Report one hour later than normal report time unless special circumstances require, such as deicing. All employees will be paid one hour plus their normal bid times for the full day if they report to work.
- b. Two Hour Delay/Hold--Report two hours later than normal report time unless special circumstances require, such as deicing. All employees will be paid one hour plus their normal bid times for the full day if they report to work.
- c. In the event school is canceled after a delay/hold a one hour call-in shall apply to those employees who have reported to work or have a revised report time twenty minutes or less after the time of cancellation unless 35.1, 35.2.a, or 35.2.b applies.

NO STRIKE CLAUSE

Section 36

36.1 The Association and its members recognize that the cessation or interruption of their services is contrary to Public Act 112 and public policy. Therefore, the Board and the Association agree that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program.

WAGE SCHEDULE

Section 37

37.1 The bus run for drivers will be as described in Section 8 of this agreement.

37.2 Wage Schedule

The 2019/20, 2020/21, and 2021/22 salary schedules are listed below.

	<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>
<b>Step 1</b>	\$14.00	\$14.21	\$14.43
<b>Step 2</b>	\$14.27	\$14.49	\$14.71
<b>Step 3</b>	\$14.56	\$14.78	\$15.00
<b>Step 4</b>	\$15.35	\$15.58	\$15.82
<b>Step 5</b>	\$16.25	\$16.50	\$16.75
<b>Trainer</b>	\$16.62	\$16.87	\$17.13

The parties agree to meet and confer to review the district's financial status in February 2020 and February 2021 to consider possible increases to the wage schedules for the 2020/21 and 2021/22 contract years. The salary schedule will reflect no less than a 1.5% salary increase for the 2020/21 and 2021/22 contract years.

- 37.3 Special trips (Section 27) and Extra work (Section 28) will be paid at the regular rate unless modified in specific sections. Hours for special trips and extra work will be accumulative from the first day of school through the day prior to the start of school the next year.
- 37.4 The salary/wage adjustments herein provided as a result of vertical movement within the salary schedule (e.g. years of service) shall be permitted only during the specific school years expressly identified within this contractual salary/wage schedule and only during the effective dates of this contract. Any such movement upon the salary/wage schedule for any school year beyond those years for which this contract is expressly effective is subject to the negotiation process and the parties' duty to bargain in good faith.
- 37.5 Pay for non-attendance/holidays for non-probationary employees will include Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, and Memorial Day. Should there be a need to alter a non-attendance/holiday, another non-school day shall be substituted at a Labor/Management meeting. July fourth will be an additional non-attendance/holiday for employees awarded summer runs.
- a. To be eligible for non-attendance/holiday pay, employees must work or be on authorized paid leave the day before and the day after the holiday unless with the prior approval of the Director of Transportation. If school begins after Labor Day, drivers will be paid for Labor Day if they attend the back to school orientation.
  - b. Non-attendance/holiday pay shall only be granted to employees who have an official bid position.
- 37.6 Time and one-half shall be paid for hours worked in excess of forty hours in one work week.
- 37.7 When bona fide errors in an employee's pay are discovered, the employee will be notified and immediate arrangements for adjustment will be made. In cases where the employee fails to make acceptable arrangements, the employer will make corrections, notifying the employee of the adjustment.

## HEALTH AND LIFE INSURANCE

## Section 38

- 38.1 Group health care insurance will be made available through payroll deduction from a carrier available to other employees through the employer as mutually agreed to by the employer and the association. The Employer will contribute toward health care premiums on a monthly basis as noted in subsection 38.2.
- a. Authorized deductions for health insurance (if required) will be computed based on coverage selected by the employee. An equal amount will be deducted each pay period based on coverage being provided throughout a twelve month year, but with deductions being

- made during the school year. If an employee is not eligible to receive a payroll check from which a deduction can be made, it will be the responsibility of the employee to remit directly to the Compensation and Benefits Office the amount of his/her required deduction on the payroll date. Failure to timely remit will void eligibility in the school group, and will result in the employee's insurance being canceled.
- b. Transportation employees must assume the responsibility of signing up to receive health/hospitalization benefits. Employees must sign up for the insurance coverage during the open enrollment period each year as established by the carrier and Employer, except that new employees may sign up for health/hospitalization insurance benefits after completion of their probationary period. Employees who do not enroll during the period of time as outlined in this paragraph will not be eligible to enroll again until the next open enrollment period.
  - c. Changes in coverage brought about by marriage, child birth, death, or any other change in the employee's family shall be brought to the immediate attention of the Compensation and Benefits Office for purposes of keeping insurance coverage current.
  - d. All dependents on an active employee's medical (not to include dental or vision) plan through TCAPS will be allowed to maintain coverage through the end of the calendar year they turn 26. If an employee fails to notify the Compensation and Benefits Office when his/her family status changes, whereby it would change the type of contract (persons covered), the employee, because of his/her negligence, will assume the responsibility of repaying the Employer for any over-payments made on a policy in excess of what the employee is entitled to receive.
  - e. Health care benefits, for eligible employees, will become effective after an employee successfully completes the probationary period.
  - f. Health care insurance coverage shall be limited to one-person, two-person, or full-family coverage, but dual full-family coverage for both husband and wife shall not be permitted.
  - g. Eligibility of health care insurance paid by the Employer is based on the acceptance of the submitted application by the insurance carrier.
  - h. It is understood that the contract year for insurance coverage currently is October 1 through September 30.

### 38.2 Employer Contribution toward Health Care Insurance Premiums

The Employer shall offer medical coverage for employees bidding and working regular a.m. and p.m. runs of 22 hours per week or more with a carrier and benefit level as mutually agreed pursuant to Section 38.1.

Employees will have the option to choose from five (5) different MESSA plans, effective January 1, 2019. For detailed information on the plans offered, including current deductible amounts, please visit:

<https://www.tcaps.net/about/departments/human-resources/employee-benefits/tcta/>

Plan A - MESSA Choices II with MESSA Saver Rx with a \$200/\$400 annual deductible and \$20/\$25/\$50 office copays will be eliminated effective January 1, 2020.

The Employer will pay the single, two-person, and full family maximums toward employee medical insurance premiums as defined in Section 3 of the Publicly Funded Health Insurance Contribution Act. The remaining premium and fee costs will be paid for by Employees through bi-weekly deductions as mutually agreed by the Employer and Association.

When the employer subsidy exceeds the monthly premium of a High Deductible Health plan (HSA plan), employees will receive the difference between the employer subsidy and the monthly premium in the form of an annual deposit to their Health Savings Account (HSA). The deposit will be prorated if the employee is not enrolled on January 1st of the calendar year for PA 152 compliance purposes. There will be no refund or credit for the Choices (traditional) plan where the premium is lower than the employer subsidy.

Optional dental, vision, and short term disability insurance coverage will be available with carrier and benefit levels mutually agreed by the Employer and Association.

38.3 Employee deductions for health coverage and optional dental, vision, and short term disability insurance will occur through payroll deduction utilizing the IRS Section 125 plan.

38.4 Employees working regular runs of 22 hours or more per week (a.m. and p.m. runs) who are eligible to receive insurance benefits but choose not to enroll may receive \$100 in gross wages per month. In order to participate in this optional program, the employee must show proof of health insurance under another plan. An annual election form must be submitted electronically by the employee.

38.5 Life Insurance Protection

A \$5,000.00 life insurance policy shall be provided each employee. Life insurance shall remain in full force and effect for employees on paid sick leave or during an approved unpaid leave of absence of less than thirty calendar days.

- a. Life insurance for eligible employees will become effective the first of the month following the employee's date of hire.
- b. Responsibility for enrollment in the program rests with the employee. Employees who do not enroll during the period of time as outlined in this section will not be eligible to enroll until the next open enrollment period.
- c. Eligibility of insurance paid by the Employer is based on the acceptance of the written application by the insurance carrier.

38.6 The Employer and Association agree to meet within fourteen (14) days of receiving insurance renewals to review premium Increases, benefit levels, and mutually agree to a carrier each year through the term of the agreement.

### SCHOOL CALENDAR

Section 39

39.1 The work year for regular runs shall consist of the number of days as set by the approved school calendar for student instruction during each year of this contract.

39.2 School days lost because of a strike or withholding of services by any organization within the Traverse City Area Public Schools will be scheduled in accordance with the law.

39.3 It is understood that the number of days as scheduled for student instruction will include one-half days. The Association will be notified, a minimum of two weeks prior to the one-half day sessions, except for those one-half days scheduled to end each semester that are covered under Section 35.

### TERMS OF AGREEMENT

Section 40

40.1 This Agreement shall take effect as of July 1, 2019 and shall remain in force and effect until June 30, 2022. Following February 15, 2022, either party may initiate negotiations for renewal and modification, or a new Agreement.

40.2 In witness whereof, the parties have executed this Agreement by their duly authorized representatives for this purpose on this 15th day of May 2019.

40.3 In accordance with the Public Employment Relations Act (PERA), an emergency manager appointed under local government and school district fiscal accountability act shall be allowed to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives for this purpose.

**TRAVERSE CITY TRANSPORTATION ASSOCIATION**

BY: [Signature]  
President

DATE: 5-15-19

BY: [Signature]  
Vice-President

DATE: 05/15/19

**TRAVERSE CITY AREA PUBLIC SCHOOLS BOARD OF EDUCATION**

BY: [Signature]  
President

DATE: 5/13/19

BY: [Signature]  
Superintendent

DATE: 5/13/19

BY: [Signature]  
Spokesperson

DATE: 5/13/19

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