

# **A G R E E M E N T**

**between**

**THE MT. PLEASANT  
TRANSPORTATION ASSOCIATION/  
MICHIGAN EDUCATION ASSOCIATION/  
NATIONAL EDUCATION ASSOCIATION**

**and**

**THE MT. PLEASANT BOARD OF EDUCATION**

**2009-2010 AGREEMENT  
With EXTENSION  
Effective Date: July 1, 2010  
Termination Date: June 30, 2013**

**ARTICLE 21  
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2010, and shall continue in effect through June 30, 2013. If an agreement is not reached on the renewal or modification of this Agreement prior to the expiration date, it shall expire at such expiration date unless it is extended by mutual agreement of the parties in writing.

All provisions unless otherwise stated, shall be retroactive to July 1, 2010.

For The Mount Pleasant  
Transportation  
Association/MEA/NEA

For The Board of Education  
of The Mt. Pleasant Public  
Schools

\_\_\_\_\_  
President/Bargaining Team Member

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President

\_\_\_\_\_  
Secretary

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Secretary

\_\_\_\_\_  
Chief Spokesperson  
MEA UniServ Director

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Chief Spokesperson  
Assistant Superintendent  
for Human Resources

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Bargaining Team Member

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Bargaining Team Member

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Date

\_\_\_\_\_  
Date

# LETTER OF AGREEMENT

BETWEEN  
THE MT. PLEASANT TRANSPORTATION ASSOCIATION  
AND  
THE MT. PLEASANT PUBLIC SCHOOLS BOARD OF EDUCATION

## RE: 2010-2013 Contract Extension with Modifications

The Mt Pleasant Transportation Association and the Mt. Pleasant Public Schools Board of Education agree to extend the 2009-2010 Agreement through June 30, 2013, with the following modifications to Article 13.

### ARTICLE 13 WAGES AND BENEFITS

#### A. Hourly Pay Schedule

In accord with the Agreement between the Mt. Pleasant Transportation Association and the Mt. Pleasant Board of Education for the period from July 1, 2007, through June 30, 2009, the .05% lump sum payment made in June 2009 shall be incorporated in the hourly pay schedule in 2009-10.

#### 2009-10

<b>Experience Rating:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
	11.56	11.82	12.20	12.54	13.36	14.40

#### 2010-11

<b>Experience Rating:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
	11.56	11.82	12.20	12.54	13.36	14.40

#### 2011-12

<b>Experience Rating:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
	11.56	11.82	12.20	12.54	13.36	14.40

#### 2012-13

<b>Experience Rating:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
	11.56	11.82	12.20	12.54	13.36	14.40

For purposes of payroll, the work week for reporting hours worked shall be Friday 12:01 a.m. through Thursday 12:00 midnight.

Extra trips will be paid at the current hourly rate of the driver.

**B. Longevity Pay**

Longevity pay in addition to their regular pay shall be granted all regular drivers after completion of continuous service according to the following schedule of payment:

a. After six (6) years:	6.0% of step one
b. After twelve (12) years:	10.0% of step one
c. After eighteen (18) years:	14.0% of step one
d. After twenty-four (24) years:	16.0% of step one
e. After thirty (30) years	18.0% of step one

Longevity pay shall begin on the anniversary of the driver's seniority date.

**C. Hourly Rate Schedule**

One (1) morning run	=	Two (2) hours
Two (2) morning runs	=	Three (3) hours
Kindergarten runs	=	One and one-half (1½) hours
One (1) night run	=	Two (2) hours
Two (2) night runs	=	Three (3) hours
Extra run on half (½) days	=	One (1) hour

The above description of one run may include time to pick up or drop off secondary students in addition to regularly scheduled elementary students.

The above hourly rate schedule does not pertain to special education drivers. These will be determined on an hourly basis.

**D. Holiday Pay**

The nine paid holidays are designated as New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, and Christmas Day.

**E. Payment for Transportation Meetings**

Payment for attending scheduled transportation meetings required by the State of Michigan shall be at the bus driver's regular pay rate.

**F. Paychecks**

Drivers will be paid every two weeks. Drivers will be paid based on submitted timesheets and will be paid the week following the end of a pay period. All

bargaining unit members shall receive their salary via direct deposit to the financial institution of the member's choice. New hires and drivers not previously participating in direct deposit shall have one pay period to notify the district of their choice of financial institution and to complete the necessary paperwork.

Deductions from the paycheck include State and Federal Income Tax, and Social Security Tax. The Board shall also make available, through payroll deductions, contributions to credit union programs, annuity funds, health, medical, and life insurance programs, United Way funds, and/or other driver paid deductions.

**G. Health Insurance**

1. Effective March 1, 2010, the Board agrees to provide MESSA Choices II health insurance with \$10 office visit, \$10/20 Rx and mail order prescription drugs (mopd) during the applicability of this Letter of Agreement.

2. The MESSA 2010-2011 monthly medical rates for health insurance are as follows:

Single Subscriber:	\$ 570.80
Two-Person:	\$1282.42
Full Family:	\$1424.74

It is understood that the school district will not provide double health insurance coverage within the district.

3. The Board's contribution toward health insurance premiums for 2010-11 shall be 75% of the 2010-2011 MESSA monthly medical rates for health insurance for drivers regularly scheduled to work at least 4.1 hours per day. Bid routes of less than 4.1 hours a day added to a driver's schedule after October 15 of the school year will not change the driver's eligibility for health insurance.

Members hired prior to July 1, 2009, who are currently receiving insurance benefits based on 50% of the premium (i.e., are scheduled to work between 1.6 and 4.0 hours per day) may continue to receive 50% of premium for such time as they remain working between 1.6 and 4.0 hours per day.

**H. Cash In Lieu Of Health Insurance**

Drivers not selecting health insurance will receive \$100.00 per month for a full twelve month period. The amount shall be prorated according to the following regularly scheduled hours per day for each driver.

6.1 - 8.0 hours: 100%  
4.1 - 6.0 hours: 75%

Members hired prior to July 1, 2009, who are currently receiving payment in lieu of insurance based on 50% of the premium (i.e., are scheduled to work between 1.6 and 4.0 hours per day) may continue to receive 50% of payment in lieu for such time as they remain working between 1.6 and 4.0 hours per day.

**I. Dental Insurance**

The Board will provide for all drivers and eligible dependents a dental insurance plan for a full twelve month period. The Board's contribution toward dental insurance premiums shall be prorated according to the following regularly scheduled hours per day for each driver:

4.1 or more hours: 75%

Members hired prior to July 1, 2009, who are currently receiving dental insurance benefits based on 50% of the premium (i.e., are scheduled to work between 1.6 and 4.0 hours per day) may continue to receive 50% of premium for such time as they remain working between 1.6 and 4.0 hours per day.

Current premium rates will be announced as soon as possible.

**J. Vision Insurance**

The Board shall provide without cost to each driver full family MESSA Vision Service Plan 2.

**K. Life Insurance**

The Board shall provide term life insurance and accidental death and dismemberment insurance for each driver through a carrier selected by the Board according to the following regularly scheduled hours per day for each driver:

6.1 - 8.0 hours: \$10,000  
4.1 - 6.0 hours: \$ 7,500

Members hired prior to July 1, 2009, who are currently life insurance benefits of \$5,000, (i.e., are scheduled to work between 1.6 and 4.0 hours per day) may continue to receive life insurance in this amount for such time as they remain working between 1.6 and 4.0 hours per day.

**L. Payroll Deduction for Insurance**

For all insurance coverage, the driver must authorize payroll deduction in writing for the driver's proportional share of the premium cost. Insurance coverage shall be effective five days following the first day of active employment as a bargaining unit member. It shall be the responsibility of each driver to properly apply for insurance coverage. The current insurance policies and conditions of the insurance policy shall determine all eligibility for and amount of benefits.

**M. Jackets And Sweatshirts**

Beginning in 2005-06, driver jackets will be issued at the beginning of every fourth year. Sweatshirts will be issued every four years starting in 2007-08. The jackets/sweatshirts will be issued to drivers no later than November 15 of the school year in which the items are to be issued.

**N. Third Party Administrator**

The third party administrator (TPA) for all 403(b) contributions shall be MEA Financial Services for the MPTA. The district shall not charge drivers for any administrative fees. MEA Financial Services, along with other currently named investment providers, shall continue to be named a vendor in the 403(b) Plan Document.

**O. Limitation on Annual Personnel Cost Increases**

The parties agree to limit total compensation costs to an annual growth of 3% or less. Total compensation for bargaining unit members includes wages for regularly scheduled routes, employer paid insurance costs, retirement plan costs, FICA, Medicare tax, and workers compensation.

If, due to wage increases established in this agreement or increases in insurance costs, retirement costs, or FICA, it appears the total compensation costs for bargaining unit members will increase by greater than 3% from one school year to the next, the parties will meet to negotiate a means to restrict the increase in employment costs to no greater than 3%.

This Letter of Agreement will expire June 30, 2013, unless extended by the parties.

**For the Mt. Pleasant Transportation  
Association/MEA/NEA**

**For the Board of Education of the  
Mt. Pleasant Public Schools**

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President/Bargaining Team Member

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Superintendent

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Chief Spokesperson  
MEA UniServ Director

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Chief Spokesperson  
Assistant Superintendent for Human  
Resources

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Date

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Date



# **A G R E E M E N T**

**between**

**THE MT. PLEASANT  
TRANSPORTATION ASSOCIATION/  
MICHIGAN EDUCATION ASSOCIATION/  
NATIONAL EDUCATION ASSOCIATION**

**and**

**THE MT. PLEASANT BOARD OF EDUCATION**

**Effective Date: July 1, 2009  
Termination Date: June 30, 2010**

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**ARTICLE 1**  
**RECOGNITION**

- A. The Board recognizes the Mt. Pleasant Transportation Association/MEA/NEA as the sole and exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for the term of this contract for the following personnel: all regularly employed full-time and part-time bus drivers. Such representation shall not cover positions which are principally supervisory and administrative.
- B. All personnel represented by the Association in the above defined bargaining unit shall hereinafter be referred to as "drivers."
- C. The Board agrees not to negotiate with anyone other than the Association for the duration of this Agreement.
- D. The parties recognize that the best interests of the community, safety and well-being of students are paramount, and depend upon the care and diligence of all employees, and that the job security of the employees will depend upon the employer's and the employee's success in rendering quality service to the community which they serve. It is also recognized that in order to achieve this purpose, the Board and employee have certain responsibilities.

To these ends, the Board encourages the fullest degree of friendly and cooperative relations between the respective representatives at all levels and among all employees.

- E. The parties agree to meet at the request of either party during the school year to discuss issues and concerns. Both parties may raise agenda items.

**ARTICLE 2**  
**AGENCY SHOP**

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association in a legally permissible amount as specified by the Association not to exceed the dues uniformly required to be paid by members of the Association. Each bargaining unit member may authorize payroll deduction for such fees. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.27(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit the same to the Association.
- B. The Association agrees to reimburse any employee for the amount of any dues or fees deducted by the Board and paid to the Association, which deduction is in excess of the proper deduction or permissible fee and agrees to hold the Board harmless from all claims of excessive dues or fees deductions.
- C. The Association shall, on or before the first day of each work year, give written notification to the Superintendent of the amount of its dues; and by November 1 the amount of its service fees which are to be deducted during the work year. The amounts of deductions for these dues and service fees shall not be subject to change during the entire work year. It is expressly understood that the Board is not required to deduct any assessment.
- D. The Association will indemnify and hold the Board harmless from any and all claims, demands, suits, costs and other forms of liability including attorneys' fees and unemployment compensation costs, by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.
- E. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel. The Board will give timely notice of such action to the Association and cooperate with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

**ARTICLE 3**  
**BASIC JOB DESCRIPTION**

The goal of the position of bus driver with the Mt. Pleasant Schools is to provide safe and efficient transportation so that students may enjoy the fullest possible advantage from the district's curriculum and extracurricular program. When a driver accepts a route, the driver accepts the responsibility for all duties connected with that route including, but not limited to, route mapping, scheduling stops, and contacting families.

**ARTICLE 4**  
**WORKING RULES AND REGULATIONS**

- A. In the event an driver has concerns regarding working conditions, it is recommended that the driver seek assistance from their immediate supervisor and the Association before contacting the Central Office.
- B. The use of tobacco, alcohol or illegal drugs is prohibited on school buses and all school property.
- C. The driver is responsible for completing a pre-trip and a post-trip inspection of the mechanical condition of the bus pursuant to checklists established by the district. The driver is also responsible for maintaining his/her vehicle in a clean and orderly condition (i.e., sweeping, washing). Also, each driver shall be required to schedule his/her vehicle for regular preventative maintenance checks and servicing (grease jobs, oil changes, etc.). In addition to regular driving pay, each driver will receive one (1) additional hour of pay per week during the work year for keeping his/her assigned vehicle clean and maintained. Failure of the driver to maintain his/her vehicle in a clean and orderly condition will result in forfeiture of the additional hour of pay. However, before any pay is forfeited, the transportation supervisor will clearly communicate and, if necessary, demonstrate the expected standard. Upon the first instance, the driver will be given an opportunity to clean the bus correctly and be paid as usual.
- D. The school district will provide and maintain a wash bay for cleaning of buses.
- E. Working hours may vary. Occasionally, drivers may be required to start work earlier due to inclement weather or other unique circumstances. In any event, the supervisor shall notify drivers of any changes in the work schedule as soon as possible. Regular drivers will be required to cover scheduled half-day runs if the runs are known three weeks in advance unless leave from the assignment has been requested and granted in advance. Drivers are expected to arrange their personal appointment schedules to accommodate the need to have the work schedule covered by the regular driver.
- F. For payroll purposes, the work week shall begin on Friday at 12:01 a.m. and shall end on Thursday at 12:00 midnight. Drivers' regular work days shall be Monday through Friday. Occasionally drivers may drive extra trips on Saturdays or Sundays.
- G. By September 30, it shall be the responsibility of every driver to submit to the supervisor an accurate map depicting the specific routes their respective buses cover. The map shall state: 1) the starting place and time; 2) 15 minute intervals; and 3) each stop on the route. All routes must include a separate

sheet with addresses and home phone numbers. These maps shall be updated as changes occur. A driver shall not be eligible for trips under Article 19.A.8 until accurate maps are submitted.

In the event a driver is required to prepare maps that include additional or more extensive information and/or is required to contact parents and cannot complete mapping and/or parent contacts within allotted work hours, the driver shall be compensated at his/her hourly rate for the time required for mapping and parent contacts up to a maximum of four hours. A driver must receive prior authorization from the transportation director to receive payment for hours worked in excess of scheduled work time to complete the route and parent communication. The driver will be required to submit documentation of the time worked identifying specific times worked, work performed, and parents contacted. Drivers with only an A.M. or P.M. route may receive two (2) hours of pay.

- H. Punctual and regular attendance is expected of everyone and because of the importance of the position, it is essential that drivers are as punctual as possible. Delivery of the students to all respective schools on time is the driver's responsibility. If a driver is unable to drive his/her route, the Transportation Supervisor shall be notified at least one hour prior to the starting time of the route.
- I. All drivers will be required to take a basic physical examination as required by law. The actual cost of the physical shall be paid for by the Board but not to exceed the cost of the Board-approved doctor. The Board may require a physical on a more frequent basis.
- J. The Board shall pay for all licenses, tests, and any other fees required to obtain a license to drive a school bus. If any driver is required to retake a test because of failure to pass, the driver must pay any additional cost. The driver must also pay for any tests required pursuant to MCL257.1849 section (4).
- K. Drivers will be required to attend up to four district sponsored in-service programs/meetings per school year. One of the four meetings shall be scheduled on the Tuesday before the first day of student instruction. This day shall be scheduled from 8:00 a.m. to 3:00 p.m. with a one-hour unpaid lunch. Drivers shall be given at least ten (10) work days notice of such in-service programs/meetings. Drivers shall be paid at their current wage rate for attendance at in-service programs/meetings.
- L. Drivers shall be given priority based on seniority for substituting during the times they do not have regularly scheduled runs provided they notify the Transportation Supervisor in writing and that the additional run(s) will not result in overtime. The order of priority for offering substitute positions is as follows:



1. Current regularly employed drivers;
2. Laid off bargaining unit members;
3. Non bargaining unit members.

**ARTICLE 5**  
**SENIORITY**

- A. New drivers hired in the bargaining unit shall be considered as probationary employees for the first ninety (90) days of actual work of their continuous employment. A new driver is one who is assigned to a regular route as a bargaining unit member. Any time worked as a substitute bus driver will not count for seniority purposes or for completion of the probationary period.
  
- B. New drivers will be placed on the seniority list and seniority shall be drivers from the first day of work as a bargaining unit member. If two or more employees have the same first day of work, seniority shall be determined by a drawing of lots. A seniority list shall be furnished by the employer to the Association and a copy posted on the bulletin board by October 1, of each year. Any driver disagreeing with the seniority of any driver must notify the supervisor in writing within ten (10) work days of the first posting or the seniority for all drivers as stated on the list shall be conclusively deemed accurate.
  
- C. A driver will lose his/her seniority for the following reasons:
  - 1. He/she resigns, retires, or abandons his job.
  - 2. He/she is discharged.
  - 3. He/she does not return to work upon being recalled from layoff as provided under the recall procedure.
  - 4. He/she is reassigned or transferred to a non-bargaining unit position.
  
- D. Seniority shall continue to accrue while on a leave of absence or layoff.

## **ARTICLE 6** **VACANCIES**

### **A. Temporary Vacancies**

1. A temporary vacancy shall be defined as a position that is created for a limited period of time or a position held by a driver on a leave of absence.
2. A temporary vacancy of forty (40) school days or less need not be posted nor is there any requirement that the vacancy be filled in accordance with the procedure set forth in this article.
3. A temporary vacancy of more than forty (40) school days shall be filled in accordance with the procedure set forth in this article.
4. In the event a temporary vacancy is initially scheduled to be for a period of time less than forty (40) school days and is later found that it will be more than forty (40) school days, the temporary vacancy shall be filled in accordance with the procedure set forth in this article as soon as it becomes known that the vacancy will be vacant for more than forty (40) school days.
5. A temporary vacancy of more than forty (40) school days shall be filled by a driver if it will result in the driver working additional hours.
6. A driver who fills a temporary vacancy shall return to his/her regular position when the vacancy terminates.
7. In the event a temporary vacancy is filled by a non-bargaining unit member, the vacancy shall be reposted for the following school year if it continues to be vacant.

### **B. Permanent Vacancies**

1. A permanent vacancy shall be defined as a newly created position or an existing position that is not filled. Morning, noon, and afternoon routes and mid-day shuttles shall be posted when they become vacant.
2. Vacancies shall be awarded to the most senior applicant. In the event there are no requests for transfers, laid off drivers shall be recalled. Vacancies shall be posted and filled in the following order:
  - a. Positions shall be posted within seven (7) work days after a vacancy occurs.

- b. Vacant positions shall be posted for a period of seven (7) work days during which time applications must be submitted in writing as per the instructions on the job posting. If requested in writing, copies of postings shall be sent to drivers who are on leave of absence. Drivers who wish to receive job postings when school is not in session must notify the Assistant Superintendent for Human Resources in writing.
- c. Vacant positions shall be filled within seven (7) work days of the closing of the posting.
- d. Noon runs will be considered separate from the regular route for posting and/or vacancy purposes.

**C. Trial Period**

The driver who fills a permanent vacancy and/or is promoted shall be granted a seven (7) work day trial period to determine his/her ability to perform the job and his/her desire to remain on the job.

1. If during the seven (7) work day trial period the Board believes the driver is not satisfactorily performing the job, the driver shall be returned to his/her former position. Notice and reasons shall be submitted to the driver in writing by the Board with a copy to the Association. If during the seven (7) work day trial period, the driver wishes to revert to his/her former duties, legitimate reasons shall be submitted to the employer in writing.
2. The trial period may be waived or shortened by written mutual agreement of the driver and the Transportation Supervisor. Within two work days, the Transportation Supervisor shall provide a copy of the agreement to the Association President.
3. During the trial period, drivers will receive the pay rate of the job they are performing.
4. Anytime an driver transfers to a vacant position, the driver's former position will not be filled until the seven (7) work day trial period is completed or waived.
5. If at any time the applicant returns to his/her former position, the next seniored applicant will be offered the position. The seven (7) work day trial period will be repeated until the position is filled permanently.

**ARTICLE 7**  
**DISCIPLINE AND DISCHARGE**

**A. Potential Causes for Disciplinary Action**

Among the causes which shall be deemed sufficient for dismissal, suspension, or other disciplinary action of drivers are the following, by way of illustration and not limitation: Being in possession of or under the influence of drugs or alcoholic beverages while working; found guilty of being under the influence of drugs or alcohol while operating a motor vehicle; dishonesty; insubordination; unsatisfactory work performance; unauthorized absence; abandoning job; violation of Board rules or policy; failing to maintain adequate discipline with regard to passengers; repeated tardiness or absenteeism; repeated minor accidents, revocation of bus driver license, or driving in an improper or unsafe manner while operating a school vehicle; violence; destruction of property; abuse of sick leave, or other leave days. No driver shall be disciplined, discharged, nor reduced in rank or compensation without just cause and progressive discipline. However, it is understood that it is not necessary for the district to follow progressive discipline in incidences involving serious infractions such as, but not limited to, intoxication while on duty or the performing of one's job in a way causing immediate threat to the health or welfare of students or other employees.

If the Board learns that a driver in his/her application for employment has provided false information as to his/her education, qualifications and employment history or if the criminal background check identifies a conviction that the driver failed to disclose, the driver shall be subject to discipline up to and including discharge.

**B. Right to Representation**

During any meeting in which discipline may be imposed or which could lead to disciplinary action, the driver shall be offered representation unless such representation is waived in writing on a form mutually agreed upon by the Board and the Association.

If the driver waives his/her right to representation, the Association will be provided a copy of the waiver within five (5) work days. By waiving the right to representation, the driver shall in no way waive the right of the Association to pursue a resolution through the grievance process.

**C. Notice of Complaint/Charges**

Before disciplinary action (including a verbal warning) is taken against a driver, based on a complaint, the driver will be informed, in writing, of the name of the complainant and the specific charges being made. The specific charges shall include the date, time and location of the incident resulting in the complaint.

D. If, as a result of a complaint, a student suffers a reprisal, the driver shall be subject to disciplinary action.

E. A grievance regarding the discipline or discharge of a probationary driver shall be limited to procedural issues.

F. **Notice of Reasons for Disciplinary Action**

Upon the discharge or discipline of any driver, the Board shall notify the driver of the reason for the action taken in writing with a copy submitted to the Association. The Board may immediately remove a driver from the premises in situations requiring immediate removal.

After two years and upon written request of a driver, written warnings or reprimands in a driver's file may be reviewed. If no other incident of a similar nature has occurred since the written warning or reprimand was issued, the item may be removed provided both the driver and the Assistant Superintendent for Human Resources agree. Items of a safety related nature or characterized as unprofessional conduct by the Michigan School Code shall not be removed.

G. **Surveillance**

Video camera equipment will not be used for the purpose of surveillance of the driver and/or the evaluation of the driver performance. Except in the case of substantial evidence of illegal activity, the driver shall be informed prior to any camera being placed on the bus.

**ARTICLE 8**  
**LAYOFF AND RECALL PROCEDURES**

**A. Layoff Procedure**

1. Layoff shall be defined as a reduction in the number of bargaining unit positions or a reduction in hours of a driver.
2. During the school year, no driver shall be laid off unless the driver shall have been notified of the layoff at least twenty (20) work days prior to the effective date of layoff. Between school years, drivers shall be provided thirty (30) calendar days notice of layoff. In the event of a necessary reduction in work force, the Board shall first give notice to the driver(s) whose run(s) are being eliminated. The driver(s) whose run(s) are being eliminated shall have the right in order of seniority to bump a less senior driver(s). Drivers who are displaced by more senior drivers through the bumping process may in turn exercise their seniority rights and may bump less senior drivers. No new drivers will be employed by the Board until the recall procedure has been followed.
3. A laid off driver shall upon application and at his/her option be granted priority status on the substitute list according to the order established in Article 4.L. Long term subbing positions of five (5) and up to forty (40) days shall be offered to the first available laid off driver. A laid off driver who is currently assigned a long term subbing position is not considered "available" for a different long term position that overlaps his/her current assignment.

**B. Recall Procedure**

1. Laid off drivers shall be recalled in order of seniority, with the most senior being recalled first to a vacant position in accordance with Article 6. B.2.a.
2. Notice of recall shall be sent to the driver at his/her last known address by registered or certified mail. If a driver fails to confirm his intent to work within five (5) calendar days from the date of receipt of notice of recall, he/she shall be considered a quit. Extension may be granted by the Board in appropriate cases.
3. Drivers laid off through procedures set forth in this article shall be retained on a recall list for a period of three (3) years.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation of the express terms of this Agreement or Board policies affecting wages, hours, or working conditions. "Days" shall refer to days on which drivers are required to work during the school year and shall refer to calendar days during the summer months, exclusive of Saturdays, Sundays and Holidays.
- B. A driver alleging a grievance must orally discuss the grievance with the Transportation Supervisor within ten (10) days of the occurrence of the condition giving rise to the grievance.
- C. If satisfactory resolution of the grievance is not obtained, the driver must submit a written grievance to the Transportation Supervisor within ten (10) days of the "oral" conference with the Transportation Supervisor. The written grievance shall be signed by the grievant and shall specifically state: who is affected; what happened, when it happened; what specific part(s) of the contract is alleged to have been violated; what specific remedy is requested. Should a driver fail to institute a grievance within the time limits specified, the time issue shall be a threshold issue to be decided by an arbitrator, if necessary.
- D. The Transportation Supervisor will meet with the grievant and the Association representative not later than ten (10) days following receipt of the written grievance. The Transportation Supervisor shall issue his/her disposition of the grievance in writing within seven (7) days of the meeting.
- E. If the decision of the Transportation Supervisor is unsatisfactory, the grievant must present the written grievance to the Superintendent of Schools or his/her designee within five (5) days of receipt of the decision of the Transportation Supervisor. The grievant must state the reason(s) why the decision of the Transportation Supervisor was unsatisfactory. The Superintendent or his/her designee shall meet with the grievant and an Association representative within fifteen (15) days from the date of his receipt of the grievance. The Superintendent or his/her designee shall issue a decision in writing relative to the grievance within seven (7) days of the meeting.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration provided the Association mails a demand for arbitration to the American Arbitration Association and notifies the Board in writing of its demand for arbitration within ten (10) days after receipt of the Superintendent's disposition. An arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The party against which a decision is



rendered shall pay the entire cost of the arbitrator and any and all filing fees. In the event there is no clear loser, the arbitrator costs and any and all filing fees shall be equally shared by the Board and the Association.

1. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article or section of this Agreement or Board policy affecting wages, hours or working conditions has been violated, and shall be subject, in all cases to the rights, responsibilities, and authority of the parties under the Michigan General School Laws and any other laws. The arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under law and this Agreement. The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding on all parties.
2. The arbitrator shall have no power to change any practice not in violation with this contract, policy or rule of the Board not in violation of this contract, nor 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 violation of this contract.
3. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
4. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
5. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
6. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of a similar nature.
7. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. The arbitrator shall have no power to issue an award resulting in financial liability to the Board for more than a total of seventy-five (75) work days on any grievance under any circumstances provided that each of the above timelines are cut in half by both the Board and the Association. The

parties agree to select an arbitrator and hold a hearing as soon as possible.

- G. Time limits shall be strictly observed and may be extended only by mutual agreement in writing. Should an driver or the Association fail to appeal a decision within the time limits specified, all further proceedings on a previously instituted grievance shall be barred and the last written disposition of the grievance shall be deemed accepted but shall not constitute a precedent.
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when the driver or participating Association representatives are to be on the job.

**ARTICLE 10**  
**SICK LEAVE BENEFITS**

**A. Accumulation of Sick Leave**

All regularly employed drivers are entitled to sick leave time according to the following schedule. The accumulation rate for a given driving assignment shall be one day of equated route hours per month. Drivers assigned a Friday only noon route will be granted twelve (12) hours additional sick time for the school year. The maximum of accumulated sick leave hours is 825.

1. Unused personal days over four (4) days shall accumulate as sick leave.
2. Drivers who use two or fewer sick leave days in a year shall be granted two merit days.
3. Drivers on leave of absence without pay will not receive sick leave credit during such leave.

**B. Use of Sick Leave**

Sick leave may be used by a driver who anticipates undergoing a state of disability such as, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, etc., and in accordance with the following provisions:

1. Requests for sick leave under this provision shall be submitted to the Assistant Superintendent for Human Resources as soon as possible and practicable in advance of the absence.
2. In no case shall sick leave days be awarded beyond those which the individual driver has accumulated. A driver may donate his/her accumulated sick leave to another driver who has exhausted his/her sick leave and whose absence extends beyond ten (10) consecutive work days. A driver may use no more than twenty-five (25) donated days worth of his/her equated hours per absence. Donated sick days for sick leave of another driver will not negatively affect merit time calculations.
3. Prior to returning to work, the driver must file with the Assistant Superintendent for Human Resources a statement of his/her physician certifying that the driver is physically capable of resuming his/her duties as prior to the leave of absence. The Assistant Superintendent for Human Resources may schedule a medical examination at the district's expense to confirm the ability of the driver to return to work.

4. Should any medical dispute arise regarding the aforementioned provisions, it shall be resolved with the opinion of the third physician as provided in Section H of this Article.
5. A driver may be granted an unpaid leave of absence for sick leave for up to one year. Seniority shall be continued during this leave. The driver shall apply to the Superintendent for an extended sick leave. An extension beyond one year may be approved by the Superintendent.

**C. Suspected Misuse of Sick Leave**

Sick leave benefits are intended for the benefit of the individual driver. Should the Board suspect misuse of these benefits, the Board reserves the right to request a medical examination and/or a statement from a physician as proof of illness.

**D. Forfeiture of Sick Leave**

Should any driver terminate his/her employment voluntarily and/or by request of the Board and before retirement, he/she shall forfeit all unused sick leave benefits accrued.

**E. Use of Sick Leave for Illness in Immediate Family**

Leave of absence chargeable to sick leave may be granted on a day-to-day basis up to a limit of five (5) days of equated route hours (using the hours as defined in Section A of this Article) per year, in the event of illness, injury, or hospitalization of a member of the driver's immediate family. Immediate family shall mean spouse, child, step-child, father, step-father, mother, step-mother, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, step-grandchild, brother, step-brother, sister, step-sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. Any days beyond five may be granted by the approval of the Superintendent.

**F. Maintenance of Sick Leave Records**

The district shall maintain an accurate sick leave record based on hours of all drivers. Therefore, it is imperative that each driver notify the immediate supervisor at the earliest opportunity when the driver will be off work because of illness.

**G. Workers' Compensation Benefits**

1. The Board provides Worker's Compensation Insurance coverage for all its drivers as required by the laws of Michigan.

2. A driver, who is absent from work and receiving wage loss benefits because of an injury or disease compensable under the Michigan Worker's Compensation Law, may elect to receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary as long as the driver has sufficient sick leave to cover the difference.
3. All driver accidents incurred while on duty are to be reported immediately so that a written report on Worker's Compensation forms may be completed by the business office.

#### **H. Medical Dispute**

The Assistant Superintendent for Human Resources may schedule a driver for a physical examination at the district's expense at any time he/she has reason to suspect that driver is physically or mentally unable to perform his/her assigned job safely. If requested by the driver, the Assistant Superintendent for Human Resources shall meet with the driver and explain his/her reasons for scheduling the exam. If the driver is not satisfied with the determination of the designated physician of the Board, the driver may submit a report from a medical doctor of his/her choosing and at his/her own expense. If the dispute still exists, the Assistant Superintendent for Human Resources and the driver shall agree upon a third doctor to submit a report to the district; the report of the third doctor will be shared with the driver. The Assistant Superintendent may require that the third doctor be a specialist. The decision of the third physician will be binding on the parties. The expense of the third physician will be paid by the district.

#### **I. Family and Medical Leave Act**

The district will adhere to the provisions of the Family and Medical Leave Act. A driver may gain access to these provisions by contacting the Assistant Superintendent for Human Resources.

**ARTICLE 11**  
**LEAVES OF ABSENCE**

**A. Leave of Absence with Pay**

Drivers are entitled to a leave of absence with pay under the following conditions:

**1. Bereavement Leave**

A leave of absence with pay of up to three (3) days will be granted in the event of the death of a member of the immediate family; namely, spouse, child, step-child, father, step-father, mother, step-mother, grandfather, step-grandfather, grandmother, step-grandmother, grandchild, step-grandchild, brother, step-brother, sister, step-sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. A leave of absence with pay will be granted in the event of the death of an aunt or uncle for the day of the funeral only.

- a. An exception shall be made when the funeral is out of town beyond 200 miles, in which event an additional one day will be allowed for travel time.
- b. Exceptions to any of the above may be made by the Superintendent or his/her designee.

**2. Jury Duty**

A driver who serves on jury duty or as a subpoenaed witness and is not a party to the action will be paid the difference between his/her pay for jury duty or witness fee and his/her regular pay. A driver is expected to report for regular school district duty when temporarily excused from attendance at Court.

**3. Personal Days**

At the beginning of every school year, each driver shall be credited with two (2) days to be used for the driver's personal business. The use of personal days shall be subject to the approval of the Assistant Superintendent for Human Resources if the day requested is prior to or following a vacation. The standard procedure is to grant the request for an individual only once in three (3) years. November 15 and the days associated with CMU's spring break shall not be included in the definition of vacations for purposes of this paragraph.

A driver planning to use a personal day or days shall notify his/her supervisor at least one (1) day in advance, except in cases of emergency. Unused personal days shall accumulate as leave, up to four (4) days. At no time shall any driver be credited with more than four (4) days. Unused personal days over four (4) days shall accumulate as sick leave.

At the discretion of the driver, personal days may be substituted for cancelled days of instruction that would otherwise have been unpaid days. The advance notice does not apply to this substitution.

#### 4. **Merit Days**

Drivers who use two or fewer sick leave days in a year shall be granted two merit days. The merit days shall not be counted as part of the regular leave days. The merit days may be used at the discretion of the driver with the following exception: Such days may not be used to extend a regularly scheduled vacation period unless approved by the Assistant Superintendent for Human Resources. At the discretion of the driver, merit days may be substituted for cancelled days of instruction that would otherwise have been unpaid days. Advance notice does not apply to this substitution. Donated sick days for sick leave of another driver will not negatively affect merit time calculations.

Merit days may accumulate as merit days to a maximum of ten (10). If a driver currently has accumulated the maximum of ten (10) merit days and is granted two (2) additional days (earned the prior year), he/she must use the two days in the current year or the days will be forfeited. However, if the driver applies to use either or both days and is denied the time, the driver shall be paid at the current step 1 base pay rate for the day(s) denied. This is the only situation in which a driver is paid at a rate lower than his/her own rate.

5. Merit or personal days must be used before unpaid leave is granted.

#### B. **Leave of Absence without Pay**

A leave of absence without pay for up to one year may be granted in cases of exceptional need. Leaves may be granted for such reasons as settlement of an estate, child rearing, etc., but not for the purpose of obtaining employment elsewhere. Seniority shall be continued during personal leave granted to the driver. The driver should check with the payroll department at Central Office about maintaining the hospitalization and/or insurance coverage during this period. These leave requests are to be made to the Assistant Superintendent for Human Resources.

**C. Leave Extensions**

In the event the leave of absence expires and the driver is unable to return to work, he/she may request an extension from the Assistant Superintendent for Human Resources.

**D. Return from Leave**

Upon return from any leave of absence, the driver shall return to the position he/she held prior to the leave, if it exists. In the event the position no longer exists or if the hours have been reduced, the returning driver may bump a driver with less seniority so as to assume the number of hours the returning driver was scheduled to work prior to his/her leave. However, if there is no position available to the driver with an equal amount of time, the driver may bump any less senior driver regardless of hours.



**ARTICLE 12**  
**WORK YEAR**

- A. Drivers shall be paid for runs worked on all scheduled student instruction days/hours. Drivers shall be paid their regular daily wage for the first two canceled days of instruction which are not legally required to be made up and for which the district receives state aid. For each cancelled day of instruction beyond the first two days not legally required to be made up, the driver's wage that he or she would have been paid for the cancelled day will be deducted in the pay period in which it occurred. However, at the discretion of the driver, merit or personal days may be substituted for cancelled days of instruction that would otherwise have been unpaid days.
- B. If make-up of student instruction days is legally required or necessary for the school district to receive state aid, drivers shall work those make-up student instruction days and shall be paid their normal rate of pay for runs worked.
- C. The undersigned parties agree that prior to implementing a redistricting plan, single bus runs, or routes being extended past the hourly rate schedule as defined in Article 13, Section C, the parties shall negotiate the impact of the changes on drivers. The Board will provide notice of proposed changes to the Association at least forty-five (45) calendar days prior to any implementation of changes.
- D. In the event a driver receives unemployment or under-employment benefits during the school year associated with his/her regular driving assignment due to canceled instruction days (as defined above), the driver will have his/her pay adjusted so that the un/under-employment benefits and pay are equal to no more than the driver's regular yearly wages had school not been canceled.
- E. The determination to cancel and/or reschedule any day(s) of instruction shall be the prerogative of the Board and shall not be grievable.

**ARTICLE 13**  
**WAGES AND BENEFITS**

**A. Hourly Pay Schedule**

In accord with the Agreement with between the Mt. Pleasant Transportation Association and the Mt. Pleasant Board of Education for the period from July 1, 2007, through June 30, 2009, the .05% lump sum payment made in June 2009 shall be incorporated in the hourly pay schedule in 2009-10.

**2009-10**

<b>Experience Rating:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
	11.56	11.82	12.20	12.54	13.36	14.40

For purposes of payroll, the work week for reporting hours worked shall be Friday 12:01 a.m. through Thursday 12:00 midnight .

Extra trips will be paid at the current hourly rate of the driver.

**B. Longevity Pay**

Longevity pay in addition to their regular pay shall be granted all regular drivers after completion of continuous service according to the following schedule of payment:

- |                                  |                   |
|----------------------------------|-------------------|
| a. After six (6) years:          | 6.0% of step one  |
| b. After twelve (12) years:      | 10.0% of step one |
| c. After eighteen (18) years:    | 14.0% of step one |
| d. After twenty-four (24) years: | 16.0% of step one |
| e. After thirty (30) years       | 18.0% of step one |

Longevity pay shall begin on the anniversary of the driver's seniority date.

**C. Hourly Rate Schedule**

- |                            |   |                             |
|----------------------------|---|-----------------------------|
| One (1) morning run        | = | Two (2) hours               |
| Two (2) morning runs       | = | Three (3) hours             |
| Kindergarten runs          | = | One and one-half (1½) hours |
| One (1) night run          | = | Two (2) hours               |
| Two (2) night runs         | = | Three (3) hours             |
| Extra run on half (½) days | = | One (1) hour                |

The above description of one run may include time to pick up or drop off secondary students in addition to regularly scheduled elementary students.

The above hourly rate schedule does not pertain to special education drivers. These will be determined on an hourly basis.

**D. Holiday Pay**

The nine paid holidays are designated as New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, and Christmas Day.

**E. Payment for Transportation Meetings**

Payment for attending scheduled transportation meetings required by the State of Michigan shall be at the bus driver's regular pay rate.

**F. Paychecks**

Drivers will be paid every two weeks. Beginning with the 2009-10 school year, all bargaining unit members shall receive their salary via direct deposit to the financial institution of the member's choice. New hires and drivers not previously participating in direct deposit shall have one pay period to notify the district of their choice of financial institution and to complete the necessary paperwork. The driver may choose 21 or 26 pays. Should the district begin to schedule salary payments on a semi-monthly basis, the district will provide thirty (30) days notice to the Association and the drivers and the salary options in this paragraph will be modified as follows:

The driver may choose 19 or 24 pays spread in equal installments, paid on the 5<sup>th</sup> and 20<sup>th</sup> of each month except when the 5<sup>th</sup> or 20<sup>th</sup> occurs on a weekend, September through June or August (19 or 24 pays, respectively). Note: Each year, a pay schedule shall be developed by mutual agreement of the parties.

Deductions from the paycheck include State and Federal Income Tax, and Social Security Tax. The Board shall also make available, through payroll deductions, contributions to credit union programs, annuity funds, health, medical, and life insurance programs, United Way funds, and/or other driver paid deductions.

**G. Health Insurance**

1. A health insurance benefit is offered to each driver for the full 12 months for health insurance coverage. The policy shall be Blue Cross/Blue Shield Community Blue PPO Plan 1 with \$10/20 Rx, with mail order prescription drugs (mopd) available.
2. The Board shall pay the following amounts for health insurance:

Single Subscriber:	\$ 602.64
Two-Person:	\$1,355.95
Full Family:	\$1,687.43

It is understood that the school district will not provide double health insurance coverage within the district.

3. The Board's contribution toward health insurance premiums shall be prorated according to the following regularly scheduled hours per day for each driver:

6.1 - 8.0 hours:	100% of the Board's contractual obligation
4.1 - 6.0 hours:	75% of the Board's contractual obligation

Members hired prior to July 1, 2009, who are currently receiving insurance benefits based on 50% of the premium (i.e., are scheduled to work between 1.6 and 4.0 hours per day) may continue to receive 50% of premium for such time as they remain working between 1.6 and 4.0 hours per day.

#### H. **Cash In Lieu Of Health Insurance**

Drivers not selecting health insurance will receive \$100.00 per month for a full twelve month period. The amount shall be prorated according to the following regularly scheduled hours per day for each driver.

6.1 - 8.0 hours:	100%
4.1 - 6.0 hours:	75%

Members hired prior to July 1, 2009, who are currently receiving payment in lieu of insurance based on 50% of the premium (i.e., are scheduled to work between 1.6 and 4.0 hours per day) may continue to receive 50% of payment in lieu for such time as they remain working between 1.6 and 4.0 hours per day.

#### I. **Dental Insurance**

The Board will provide for all drivers and eligible dependents a dental insurance plan for a full twelve month period. The Board's contribution toward dental insurance premiums shall be prorated according to the following regularly scheduled hours per day for each driver:

6.1 - 8.0 hours:	100%
4.1 - 6.0 hours:	75%

Members hired prior to July 1, 2009, who are currently receiving dental insurance benefits based on 50% of the premium (i.e., are scheduled to work between 1.6 and 4.0 hours per day) may continue to receive 50% of premium for such time as they remain working between 1.6 and 4.0 hours per day.

Current premium rates will be announced as soon as possible.

**J. Vision Insurance**

The Board shall provide without cost to each driver full family MESSA Vision Service Plan 2.

**K. Life Insurance**

The Board shall provide term life insurance and accidental death and dismemberment insurance for each driver through a carrier selected by the Board according to the following regularly scheduled hours per day for each driver:

6.1 - 8.0 hours: \$10,000  
4.1 - 6.0 hours: \$ 7,500

Members hired prior to July 1, 2009, who are currently life insurance benefits of \$5,000, (i.e., are scheduled to work between 1.6 and 4.0 hours per day) may continue to receive life insurance in this amount for such time as they remain working between 1.6 and 4.0 hours per day.

**L. Payroll Deduction for Insurance**

For all insurance coverage, the driver must authorize payroll deduction in writing for the driver's proportional share of the premium cost. Insurance coverage shall be effective five days following the first day of active employment as a bargaining unit member. It shall be the responsibility of each driver to properly apply for insurance coverage. The current insurance policies and conditions of the insurance policy shall determine all eligibility for and amount of benefits.

**M. Jackets And Sweatshirts**

Beginning in 2005-06, driver jackets will be issued at the beginning of every fourth year. Sweatshirts will be issued every four years starting in 2007-08. The jackets/sweatshirts will be issued to drivers no later than November 15 of the school year in which the items are to be issued.

**N. Third Party Administrator**

The third party administrator (TPA) for all 403(b) contributions shall be MEA Financial Services for the MPTA. The district shall not charge drivers for any administrative fees. MEA Financial Services, along with other currently named investment providers, shall continue to be named a vendor in the 403(b) Plan Document.

**ARTICLE 14**  
**RETIREMENT**

All employees of the school district are covered under the Michigan Public School Employees Retirement System.

- A. The Mt. Pleasant School Board agrees to pay the current retirement contribution for each driver into the Michigan Retirement Fund as determined by the Michigan Public School Employees Retirement System.
  
- B. Drivers who have ten years of service as full-time employees and are retiring under the provisions of the Michigan Public School Employee's Retirement System shall receive terminal pay computed at 18% of base pay (step 1) times the number of his/her accumulated sick time hours.

**ARTICLE 15**  
**SAFETY**

The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the drivers may encounter at their place of work in accordance with the provisions of the Occupational Safety and Health Act, State and Local Regulations.

Upon consulting with the Transportation Supervisor, there shall be no disciplinary action taken against a driver who refuses to drive a bus identified unsafe by the driver and verified by the bus mechanic and Transportation Supervisor. Other buses will be made available to complete assignments. In the event that the Transportation Supervisor directs the driver to drive what is felt by the driver to be an unsafe bus, such directive shall be given the driver in writing, by the Transportation Supervisor, prior to the time the driver is scheduled to drive.



**ARTICLE 16**  
**STUDENT HEALTH ISSUES**

In the event the district becomes aware of health issues related to a student assigned to a driver and that the driver needs to know in order to safely transport the child and address potential medical emergencies, the Transportation Supervisor shall advise the driver of such health issues. Student health information is confidential and must be kept confidential by the informed driver.

**ARTICLE 17**  
**BOARD RIGHTS**

- A. It is agreed that the Board hereby retains and reserves unto itself all the powers, rights and authority which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board. These rights include, by way of illustration and not by way of limitation, the right to:
1. Establish policies, manage, and control the school district, its facilities, equipment and its operations and to direct its working forces and affairs.
  2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and the scheduling of all personnel.
  3. Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion and to promote, transfer and layoff employees.
  4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all processes, methods and means of providing its services, and determine schedules and standards of operation. The Board reserves the right to have students transported by other employees and/or other designated individuals in either school vehicles or private vehicles up to 14 students and utilizing no more than two vans.
  5. Establish, modify or change any work, business or school hours or days.
  6. Determine the number and location or relocation of its facilities.
  7. Adopt rules and regulations.
  8. Determine the financial policies, including all accounting procedures.
  9. Determine the size of the administrative organization, its functions, authority, amount of supervision and structure of organization.
  10. Determine assignment of buses, and where buses are parked, stored and housed both during and outside work hours. Upon change of the present arrangements, the drivers and the Association shall be given twenty (20) days notice.

In the event of a claim or misinterpretation or misapplication of this Agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

- B. It is the responsibility of the Board to establish bus routes.

Once bus routes are established for the current year, any necessary changes, after September 30, shall be discussed with the affected driver(s) and the Association. The supervisor shall provide the specific reasons for the change in writing.

All changes must have the approval of the supervisor. The final resolution is left with the Superintendent and/or designee being responsible for implementation.

Routes will be reviewed every year. The Association may appoint representatives to meet with the transportation supervisor to review the routes at least ten business days prior to the start of school. When significant changes occur, rebidding of routes will occur.

- C. The Board recognizes that this Agreement sets forth limitations on the above named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

**ARTICLE 18**  
**STRIKE PROHIBITION**

The Association recognizes that strikes by public employees are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means without interruption of the school program. Accordingly, the Association and each driver agree they will not direct, instigate, participate in, encourage or support any strike or withholding of services against the Board of Education during work time.

**ARTICLE 19**  
**TRIP CHARTS**

**A. Regular Trip Chart**

Regular trips involve extra-curricular activities that extend beyond regular school days. Drivers working less than 7½ hours per day are eligible for these trips.

1. Drivers will be added or removed from the regular trip chart at the driver's option. Such notice shall be in writing prior to the beginning of the school year. If a driver wishes to be added or deleted from the regular trip chart during the year, such notice shall be in writing by 10:00 a.m. Wednesday of the pay week.

A driver who requests to be deleted from the regular trip chart may not be added back to the regular trip chart for a period of thirty (30) days. The Transportation Supervisor shall be given 48-hour notice if a driver is unable to take the trip. A driver who refuses a trip on the regular trip chart on five (5) separate occasions will be removed from the regular trip chart for a period of thirty (30) days. A driver who fails to give forty-eight (48) hour notice of his/her inability to take a trip on three (3) separate occasions shall be removed from the regular trip chart and placed on the emergency trip chart for the remainder of the current school year. The provisions in this paragraph may be waived by the Transportation Supervisor.

2. The regular trip chart shall be posted in the hallway of the bus garage listing all of the drivers who chose to be on the regular trip chart. The drivers shall be listed in order of seniority, the most senior driver listed first.

The posting shall include the date of the trip, the departure time, school, event and destination.

3. The regular trip chart shall be updated by 10 a.m. daily by the Transportation Supervisor. Drivers have the responsibility to notify the Transportation Supervisor prior to 10 a.m. of the hours driven the previous day worked.
4. By 10 a.m. on the Tuesday of each pay week during the school year, the Trips scheduled for the next two weeks shall be posted and assigned. Trips that arise between the biweekly scheduling shall follow the same rotation.

5. The assignment of trips shall be on a rotation basis. The initial rotation shall start with the most senior driver. The initial rotation shall begin on the first student day of each school year and end on the last student day. During the school year the rotation shall continue through the list beginning with the driver listed after the driver last assigned a trip. This rotation system shall be used for the assignment of any and all trips. During the summer, winter holiday break and spring break, the trip chart guidelines pertaining to the specific break shall apply. In addition, the regular trip chart shall be "frozen" during winter holiday break and spring break.
6. In the event two or more trips are scheduled for one day, the trips shall be assigned so as to avoid additional overtime wages. However the regular rotation shall be followed except as provided elsewhere.

Trips shall be assigned by their scheduled departure time, i.e., the earlier departure time being assigned first. In the event two or more trips have the same departure time, the more senior driver shall select the trip he/she wants.

7. Drivers may exchange regular trips providing that both drivers agree. The Transportation Supervisor shall be informed of and agree to all trip exchanges. Such exchanges shall not result in any additional overtime.
8. During the first two weeks of school, drivers will not be allowed to be taken off their routes for trip purposes. In the event a driver is unable to take a regular trip because of a conflict with his/her regular run or an assigned trip, the rotation shall skip the driver, but return to that driver for the next regular trip. A driver will be allowed upon written request to take no more than two out-of-town trip per semester after 1:00 p.m., which requires a substitute on his/her route

A driver may request a specific trip/date fifteen (15) calendar days prior to the scheduled event. If that date is not the driver's usual turn in the rotation, the driver will give up his/her next turn in rotation. If two drivers request the same trip/date, the higher senior driver shall be given the trip.

9. A driver who is not available or able to take his/her afternoon run, shall not be allowed to take a regular trip that afternoon or evening. A driver who is not available or able to take his/her Friday afternoon run, shall not be allowed to take a regular trip that weekend. This shall not include scheduled leave time (personal, merit, scheduled check-up or bereavement time).

10. The Transportation Supervisor shall be given at least forty-eight (48) hours notice if a driver is unable to take a regular trip. A driver who cancels a regular trip with less than forty-eight (48) hours notice on three (3) separate occasions during a school year shall be removed from the trip chart for the remainder of that school year and placed on the emergency trip chart for the remainder of the current school year.
11. A driver who is offered a regular trip with less than forty-eight (48) hours notice and is unable to take the trip shall not be charged with a refusal.
12. A driver shall have thirty (30) minutes in which to accept or reject a regular trip. If a driver does not inform the Transportation Supervisor of his/her acceptance or rejection within thirty (30) minutes of being offered a regular trip, the driver will be deemed to have rejected the trip.  
  
If a driver is offered a regular trip prior to the completion of his/her morning run, the driver shall have until 10:00 a.m. or thirty (30) minutes, whichever is greater, to accept or reject the trip.
13. A driver who has worked less than forty (40) hours in a week but who will exceed forty (40) hours during the trip, shall be scheduled to drive the regular trip. In the event a driver has worked forty (40) or more hours in a week, he/she shall not be scheduled for any additional overtime until all drivers have worked at least forty (40) hours. In all cases the rotation system shall be followed.
14. A non-bargaining unit member shall not be offered or take a regular trip until all bargaining unit members on the regular and emergency trip charts have refused the trip.

**B. Daily Trip Chart**

*(Daily trips are trips that occur after the end of the regular morning route and prior to the start of the regular afternoon route.)* Each driver is responsible for personally checking this chart on a daily basis. Drivers on the trip chart will need to initial their trips on the chart after it is posted.

1. Drivers must designate their desire to be on the daily trip chart. Such notice shall be in writing.
2. The daily trip chart shall be posted in the hallway of the bus garage listing all the drivers who chose to take daily trips. The drivers will be listed in order of their seniority. The posting shall list the date of the trip, the departure time, school, destination and approximate number of hours that a driver would receive if they take the trip.

3. By 10 a.m. on the Tuesday of each pay week during the school year, the daily trips scheduled for the next two weeks shall be posted and assigned. Trips will be assigned by 10 a.m. on Thursday of pay week.
4. Trips shall be assigned on a rotational basis. The initial rotation will start with the most senior driver. During the school year the rotation shall continue through the list with the driver listed after the driver last assigned a trip. Trips that arise between the biweekly scheduling will follow the same rotation. In the event a daily trip is cancelled, that driver would be assigned the next available trip.
5. Trips shall be assigned by their departure time.
6. A driver shall not be assigned a daily trip if it interferes with his/her run. The affected driver shall be assigned the next available trip that does not interfere with his/her run. A driver who is at or exceeds 40 hours in a given week will not be considered for a daily trip until the next posting.
7. A driver who is not available to drive his/her run prior to the daily trip shall not be allowed to take the trip.
8. The Transportation Supervisor shall be given 48-hour notice if a driver is unable to take the trip. A driver who refuses a trip on the daily trip chart on five (5) separate occasions will be removed from the regular trip chart for a period of thirty (30) days. A driver who fails to give forty-eight (48) hour notice of his/her inability to take a trip on three (3) separate occasions shall be removed from the regular trip chart and placed on the emergency trip chart for the remainder of the current school year. The provisions in this paragraph may be waived by the Transportation Supervisor.

A driver who is offered a daily trip with less than 48-hour notice and is unable to take the trip shall not be charged with a refusal.

9. Trading of trips will not be allowed.

#### **C. Emergency Trip Chart**

1. The emergency trip chart shall be used when no one on any trip chart is available for any single trip or all drivers have worked or are scheduled to work 40 or more hours that week.
2. Any driver not on the regular trip chart may be added to or deleted from the emergency trip chart at his/her request. Such notice shall be in writing.



3. The emergency trip chart shall be posted in the hallway of the bus garage listing all of the drivers who chose to be on the emergency trip chart. The drivers shall be listed in order of seniority, the most senior driver listed first.
4. The emergency trip chart shall be updated by 10:00 a.m. daily by the Transportation Supervisor.
5. The assignment of trips shall be on a rotation basis. The initial rotation shall start with the most senior driver. The initial rotation shall begin on the first student day of each school year and end on the last student day. During the school year the rotation shall continue through the list beginning with the driver listed after the driver last assigned a trip. During the summer, winter holiday break and spring break, the trip chart guidelines pertaining to the specific break shall apply.
6. The guidelines for regular trips shall not apply to the emergency trip chart except as provided above.
7. A non-bargaining unit member shall not be offered or take a trip until all bargaining unit members on the regular and emergency trip charts have refused the trip or are already scheduled for a trip.

**D. Summer Trip Chart**

1. The summer trip chart shall be in effect from the day after the last student day until the first student day of the subsequent school year.
2. Prior to May 15 of each school year, each bargaining unit member shall notify the Transportation Supervisor if he/she wants to drive trips during the summer months. Each driver shall indicate his/her preference in writing.
3. The drivers indicating a preference for driving summer trips shall be placed on the summer trip list according to seniority. The most senior drivers shall be listed first. The summer trip chart shall be posted in the hallway of the bus garage.
4. The assignment of trips shall be on a rotation basis beginning with the most senior driver.
5. The guidelines for regular trips, emergency trips, winter holiday and spring break trips shall not apply to the summer trip chart except as provided above.

## **E. Winter Holiday Break And Spring Break Trip Chart**

In #1-5 below, the term “winter break” refers to the winter holiday break.

1. Two weeks prior to the beginning of each winter holiday break and spring break, each bargaining unit member shall notify the Transportation Supervisor if he/she wants to drive trips during each winter holiday and spring break. Each driver shall indicate his/her preference in writing.
  2. The drivers indicating a preference for driving trips shall be placed on the winter holiday or spring break chart according to seniority. The most senioered drivers shall be listed first. The trip chart shall be posted in the hallway of the bus garage.
  3. The assignment of trips shall be on a rotation basis beginning with the most senioered driver.
  4. The winter holiday and spring break trip chart shall be in effect beginning on the Sunday following the last student day through the last day of the break. The regular trip chart shall be reinstated on the first student day after the break.
  5. The guidelines for regular trips, emergency trips, and summer trips shall not apply to the winter holiday and spring break trip chart except as provided above.
- F. A driver shall receive two (2) hours of wages in the event that he/she arrives at the school for a trip and the trip is canceled. A driver shall receive a minimum two (2) hours of wages for out-of-town trips listed on the regular trip chart. This does not apply to any daily trips.
- G. In the event a driver refuses a trip and that driver’s name comes up again in the assignment rotation for that same trip, the driver will be given the option of taking that particular trip, trading that trip, or again refusing the trip. If the driver refuses the trip the second time, he/she will be charged with second refusal.
- H. It is recognized that all Mt. Pleasant Public Schools field trips and athletic trips must first attempt to utilize Mt. Pleasant Public Schools Transportation Department buses. Failure to adhere will result in compensation for lost hours at a driver’s normal rate of pay. Trips in excess of 175 miles one way may utilize other transportation without a duty to compensate a driver for lost hours.

**ARTICLE 20**  
**ASSOCIATION DAYS**

The Association shall have thirty (30) runs annually for use by the Association to conduct Association business. Notification of use of this time shall be by the Association President at least seventy-two (72) hours in advance. Use of such hours shall not result in loss of pay.

**ARTICLE 21  
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2009, and shall continue in effect through June 30, 2010. If an agreement is not reached on the renewal or modification of this Agreement prior to the expiration date, it shall expire at such expiration date unless it is extended by mutual agreement of the parties in writing.

All provisions unless otherwise stated, shall be retroactive to July 1, 2009.

For The Mount Pleasant  
Transportation  
Association/MEA/NEA

For The Board of Education  
of The Mt. Pleasant Public  
Schools

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President/Bargaining Team Member

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President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Spokesperson  
MEA UniServ Director

\_\_\_\_\_  
Chief Spokesperson  
Assistant Superintendent  
for Human Resources

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Bargaining Team Member

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Bargaining Team Member

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Bargaining Team Member

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Bargaining Team Member

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Date

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Date

**LETTER OF AGREEMENT  
BETWEEN  
THE MT. PLEASANT TRANSPORTATION ASSOCIATION  
AND  
THE MT. PLEASANT PUBLIC SCHOOLS BOARD OF EDUCATION**

RE: Health Insurance Carrier and Board Contribution to Premium  
for the 2009-10 School Year

This Letter of Agreement is an addendum to the 2009-10 MPTA Master Agreement. For the 2009-10 school year, the Board agrees to provide insurance in accordance with this Letter of Agreement:

1. Effective March 1, 2010, the Board agrees to provide MESSA Choices II health insurance with \$10 office visit, \$10/20 Rx and mail order prescription drugs (mopd) during the applicability of this Letter of Agreement.
2. The percentage of employer contributions to premiums will remain as stated in Article 13.G. 3. of the Master Agreement.
3. During the period when MESSA Choices II remains the health insurance offered, the Board's contribution toward health insurance premiums will be as follows:

Single Subscriber:	\$ 485.61
Two-Person	\$ 1,090.75
Full Family	\$ 1,211.79

4. From March 1, 2010 through June 30, 2010 the District will offset the driver contributions to his or her health care as follows:

Single Subscriber:	\$20 per month
Two Person:	\$45 per month
Full Family:	\$55 per month

5. For 2009-10 school year, the Board agrees to pay a lump sum payment of \$100 to each member regularly scheduled on a bus route as of January 18, 2010. This is a one-time payment pursuant to this letter of agreement. If the letter of agreement is extended by agreement of the parties, the payment identified in this provision will not be continued into any future letter of agreement.

This Letter of Agreement will expire June 30, 2010.

LoA RE: Health Insurance Carrier and Board Contribution to Premium for the  
2009-10 School Year

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For the Mt. Pleasant Transportation  
Association/MEA/NEA

For the Board of Education of the  
Mt. Pleasant Public Schools

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President/Bargaining Team Member

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Superintendent

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Chief Spokesperson  
MEA UniServ Director

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Chief Spokesperson  
Assistant Superintendent for Human  
Resources

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Date

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Date