

AGREEMENT

BETWEEN

The Mt. Pleasant Transportation  
Association/Michigan Education  
Association/National Education Association

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Including Maintenance Employees

and

The Mt. Pleasant Board of Education

Effective Date: July 1, 2017

Termination Date: June 30, 2020

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## *ARTICLE 1: RECOGNITION*

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- A. The board recognized the Mt. Pleasant Transportation and Maintenance 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, dispatcher and facilities management employees. 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 “bargaining unit members”.
- 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.
- E. 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.
- F. 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: BASIC JOB DESCRIPTION*

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### **Bus Driver:**

The goal of the position of bus driver with the Mt. Pleasant Public 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.

### **Dispatcher:**

To assist the Director in providing transportation services which meet the needs of the District.

### **Maintenance Specialist:**

The goal of the position of Maintenance Specialist with the Mt. Pleasant Public Schools is to maintain the buildings and grounds in a condition of operating excellence so that full educational use may be made of them at all times. Each licensed specialist is responsible for the safe and efficient operation of the mechanical system in their area of expertise, ie., plumbing, electrical, HVAC. This includes safety compliance, preventative maintenance, troubleshooting and repair, along with compliance with all municipal, state and federal codes, rules and regulations. The Specialist may also perform general maintenance and grounds duties.

### **Maintenance Generalist:**

The goal of the position of General Maintenance with the Mt. Pleasant Public Schools is to maintain the buildings and grounds in a condition of operating excellence so that full educational use may be made of them at all times. General maintenance staff will perform general repairs, preventative maintenance and grounds keeping duties.

### **Maintenance Helper:**

The goal of the position of Maintenance or Transportation Helper with the Mt. Pleasant Public Schools is to help maintain the buildings and grounds in a condition of operating excellence so that full educational use may be made of them at all times. A Maintenance Helper will perform minor maintenance and grounds keeping tasks, or work with other maintenance staff to perform general or specialized preventative maintenance or repairs.

### *ARTICLE 3: WORKING RULES AND REGULATIONS*

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#### **Drivers:**

- A. In the event any bargaining unit member has concerns regarding working conditions, it is recommended that the member 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. Personal communication devices are strictly prohibited from use while driving the bus.
- C. The driver is responsible for completing a pre-trip and 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 (excluding winter break and spring break) 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 18 until accurate maps are submitted.

- H. 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.
- I. 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 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.
- J. All drivers are subject to random drug testing in accordance with state law and are required to take a basic physical examination as required by law. 1) Bus drivers shall receive one (1) hour paid travel time to/from the drug testing site. 2) The actual cost of the physical shall be paid 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.
- K. 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).
- L. 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 Monday 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.
- M. Drivers shall be given priority based on seniority for substituting during 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.

**Maintenance Employees/Facilities Management Employees:**

- A. The work day for full-time employees will be eight (8) consecutive hours per day.
- B. The work week will be five (5) consecutive days, Monday through Sunday, for a minimum of forty (40) hours per week.
- C. No part-time positions will be created where a full-time position could be established.

- D. First, second and third shift employees shall be allowed thirty (30) minutes off for lunch in addition to their eight (8) hour work day. Maintenance staff shall take their lunch breaks at the location or within a reasonable distance from where they are working. It is understood that an employee has thirty minutes for lunch including travel time.
- E. Summer work shift shall be determined by the Employer. Employees shall be given a one-week notification regarding their summer work schedule. Every effort will be made to work employees on the day shift as applicable.
- F. If an employee is requested to work contingent hours beyond his/her normal shift, those hours shall be paid at time and one-half except for the extra time principle.
- G. Employees will have available to them, ten (10) minutes before meal time for personal clean-up time.
- H. For the purposes of calculating the payroll, the pay period shall begin on Friday at 12:01 a.m. and shall end on Thursday at 12:00 midnight.
- I. Changes in shift schedule lasting for more than one week shall not occur without five (5) working days of advance notice to the affected employee(s), and an explanation thereof. Exceptions may be made upon mutual agreement of the Association President and the Superintendent of in case of emergency and on approval of the Superintendent.
- J. If an emergency occurs, and an employee is requested to report for duty, (outside of scheduled overtime) a minimum of two (2) hours or the number of hours in the employee's regularly scheduled shift whichever is less, will be granted at time and one-half or double time on Sundays and holidays. The employee will only be required to stay on site until the emergency is resolved.

#### *ARTICLE 4: SENIORITY*

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- A. New employees hired in the bargaining unit shall be considered as probationary employees for the first ninety (90) days of actual work of their continuous employment with an additional thirty (30) days if requested by the Employer in writing prior to the end of the ninety (90) days. Supervisors of employees placed on extended probation will develop a plan of improvement in consultation with the employee. For bus drivers, 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 employees will be placed on the seniority list by classification and seniority shall be determined from the first day of work as a bargaining unit member. If two or more employees of the same classification have the same first day of work, seniority shall be determined by a drawing of lots. The seniority list shall show the names of the bargaining unit members, the member's first day of work in his/her current classification and amount of seniority the member has accrued in another classification. A seniority list by classification will be kept up to date at all times and shall be furnished by the employer to the Association President and a copy posted on the bulletin board by October 1, of each year. Any employee disagreeing with the seniority of any employee must notify the supervisor in writing within ten (10) work days of the first posting or the seniority for all employees as stated on the list shall be conclusively deemed accurate.
- C. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- D. Any employee will lose his/her seniority for the following reasons:
  - I. He/she resigns or retires.
  - II. He/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
  - III. He/she is absent for three (3) consecutive working days without notification to the employer. In proper cases, exceptions may be made by the employer. After such absence, the employer will send a written notification to the employee at the last known address that he/she has lost his /her seniority and his /her employment has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
  - IV. He/she does not return to work upon being recalled from layoff as provided under the recall procedure.
  - V. He/she is reassigned or transferred to a non-bargaining unit position
- E. Seniority shall continue to accrue while on a leave of absence or layoff.



## ARTICLE 5: VACANCIES

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### **Drivers:**

#### **I. Temporary Vacancies**

- A. 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.
- B. A temporary vacancy 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.
- C. A temporary vacancy of more than forty (40) school days shall be filled in accordance with the procedure set forth in this article.
- D. 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.
- E. 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.
- F. A driver who fills a temporary vacancy shall return to his/her regular position when the vacancy terminates. A driver who is in a temporary position for more than forty (40) days shall be eligible to receive health insurance at the single premium rate.
- G. 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.

#### **II. Permanent Vacancies**

- A. 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.
- B. 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.

### **III. 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.

- A. 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.
- B. 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.
- C. During the trial period, drivers will receive the pay rate of the job they were performing.
- D. Anytime a 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.
- E. If at any time the applicant returns to his/her former position, the next most senior applicant will be offered the position. The seven (7) work day trial period will be repeated until the position is filled permanently.

### **Maintenance Employees:**

#### **I. Job Postings and Bidding Procedures**

- A. All vacancies and/or newly-created positions within the bargaining unit shall be posted within six (6) work days of the date the vacancy occurs. All vacancies will be posted for a period of six (6) working days setting forth the minimum requirements for the position in a conspicuous place on all Union bulletin boards. Employees interested shall apply in writing within the six (6) working day's posting period.
- B. The job shall be awarded or denied within ten (10) calendar days after the posting period. In the event the senior applicant(s) is denied the job, reasons for denial shall be given in writing, if requested, to the employee. The President shall be notified in writing of the employee(s) who has been awarded the position.
- C. Job vacancies shall be awarded based upon seniority; first within the affected classification, second within the General Classification, and third within the Department. The position shall be awarded to the senior employee who meets the requirements as set forth on the job posting. Those changing classifications must meet the job qualifications and be interviewed by an interview team consisting of two representatives from management and one representative from the bargaining unit. The final selection of qualified bargaining unit members will be decided by management.

- D. Employees placed in a new classification may be required a sixty (60) calendar day trial period which shall be automatically extended for any absence during that period by the amount of said absence(s). Employees placed in a new position within the same classification will have a fourteen (14) calendar day trial period.
- E. During the sixty (60) or fourteen (14) calendar day trial period, the employee shall have the opportunity to revert back to his/her former classification and a letter of explanation shall be submitted to the Employer. If at any time during the trial period the Employer believes the employee is not progressing or it appears that the employee is not able to satisfactorily perform the job, such employee shall be returned to his/her former classification and notice of such action shall be submitted to the Chapter Chairperson in writing, with a copy to the employee. The employee returned to his/her former classification shall retain salary and seniority status as previously enjoyed before the promotion.
- F. If an employee is to return to his/her original classification either voluntarily or by action of the Employer, all applications received on the original posting become eligible for the opening. Should the next most senior employee meet the requirement as set forth on the job posting and have the ability to perform the job, the transfer shall be granted in accordance with paragraph (C.) above.
- G. Only one (1) downward bid will be allowed in one (1) year period. Exceptions to the rule may be made by the Superintendent.
- H. If an employee takes a position not included in the bargaining unit and is thereafter reassigned to an open position within the bargaining unit, he/she shall have only the seniority accumulated while he/she worked in the bargaining unit position.
- I. Employees who transfer to a different classification shall be paid at the rate of the new classification at the step to which their seniority entitles them.

## ***ARTICLE 6: DISCIPLINE AND DISCHARGE***

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### **I. Potential Causes for Disciplinary Action**

- A. Among the causes which shall be deemed sufficient for dismissal, suspension, or other disciplinary action of employees 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; maintain adequate discipline with regard to passengers while operating a school vehicle; repeated tardiness or absenteeism, repeated minor accidents while operating a school vehicle, revocation of a bus driver license if working as a district bus driver, 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 employee 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 student or other employees.
- B. If, during the first two (2) years of employment, the board learns that an employee 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 employee failed to disclose, the employee shall be subject to discipline up to and including discharge. Falsification pertaining to felonies, drug addiction, physical limitations, previous injuries or illnesses is not limited to a two (2) year period.

### **II. Right to Representation**

- A. During any meeting in which discipline may be imposed or which could lead to disciplinary action, the employee shall be offered representation unless such representation is waived in writing on a form mutually agreed upon by the Board and the Association.
- B. If the employee 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 employee shall in no way waive the right of the Association to pursue a resolution through the grievance process.

### **III. Notice of Complaint/Charges**

- A. Before disciplinary action (including a verbal warning) is taken against the employee, based on a complaint, the employee 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.

- B. The employee subject to disciplinary action will be allowed to discuss his/her complaint with his/her association representative. The employer will make available an area where he/she may do so before he/she is involved in any meeting that may lead to disciplinary action. If, during the course of a meeting between an employee and administration, the employee feels that a meeting may lead to disciplinary action, the employee may request a meeting with an association representative. At the point of request, the meeting shall be adjourned until such time that a meeting with the association representative has taken place.
- C. If, as a result of a complaint, a student suffers a reprisal, the employee shall be subject to disciplinary action.
- D. A grievance regarding the discipline or discharge of a probationary employee shall be limited to procedural issues.

**IV. Notice of Reason for Disciplinary Action**

- A. Upon the discharge or discipline of any employee, the Board shall notify the employee of the reason for the action taken in writing with a copy submitted to the Association. The Board may immediately remove an employee from the premises in situations requiring immediate removal.
- B. After two years and upon written request from an employee, written warning or reprimands in an employee's file shall be reviewed by the Assistant Superintendent. If no other incident of a similar nature has occurred since the written warning or reprimand was issued, the item shall 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.
- C. The employer and the Association recognize information relating to a disciplinary action is confidential by nature and shall be treated as such by both parties. Access to such information shall be limited to employee's representative and Employer's representative as designated in Article 8, Grievance procedure. Any employee shall have the right to examine their personnel files upon request.

**V. Surveillance**

- A. Video camera equipment will not be used for the purpose of surveillance of the driver and/or the evaluation of the driver's performance, except for the purpose of investigation of alleged misconduct. All buses are equipped with cameras for safety purposes.

## ***ARTICLE 7: LAYOFF AND RECAL PROCEDURES***

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### **Drivers:**

#### **I. Layoff Procedures**

- A. Layoff shall be defined as a reduction in the number of bargaining unit positions or a reduction in hours of a driver.
- B. 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 runs 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.
- C. 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 3 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.

#### **II. Recall Procedure**

- A. 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 5.II.B.a.
- B. 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.
- C. Drivers laid off through procedures set forth in this article shall be retained on a recall list for a period of three (3) years.

### **Maintenance Employees:**

#### **I. Layoff**

- A. In the event of layoff, or any reduction of hours or wages, the temporary employees shall be laid off first, followed by probationary employees. Probationary employees shall be laid off according to date of hire into the bargaining unit. If seniority employees are laid off, all seniority employees will be given the opportunity to volunteer first before any seniority employee is laid off.

- B. Employees covered by this Agreement who face layoff may claim an equivalent number of their hours from the least senior employee(s) covered by this Agreement.
  - a. Within his/her own classification, which are defined as:
    - i. Maintenance I, II, Helper, Licenses or Certified Specialist
  - b. Within the Facilities Management Department

This is provided the employee has the ability and licensure or certification to perform the duties of the position in the new classification. Any employee who assumes a new job assignment due to the layoff procedure will also assume the salary rate for that position.
- C. Employees to be laid off will have at least fourteen (14) calendar days' notice of their intended layoff. The Chapter Chairperson shall receive a list of employees being laid off.
- D. Overtime will not be used to replace a laid off employee. A laid off employee will have the first opportunity to work any hours prior to the use of a sub.
- E. An employee on layoff will be allowed to continue participation in the Employer's insurance group with permission of the insurance carrier provided the employee makes monthly payments up to date in advance to the Employer for the period not to exceed COBRA guidelines.

## **II. Recall Procedure**

- A. Notice of Recall shall be sent by the Employer to the Chapter Chairperson and to the employee at the employee's last known address by registered certified mail. If any employee fails to report to work within seven (7) calendar days from the date of mailing of Notice of Recall, the employee shall be considered a quit. Non-probationary employees in the bargaining unit shall be eligible for recall for a period of two calendar years from the date of layoff.
- B. Each employee is responsible for keeping the Employer advised in writing of any change of address, and the Employer will not be obligated to return to work any employee who fails to report his/her current address to the Employer.
- C. When the working force is increased after a layoff, employees will be recalled according to seniority as defined in this Agreement, with the most senior employee on layoff recalled first, provided he/she has the ability to perform the work available.
- D. When a vacancy occurs, while there are still employees who are laid off, all job posting, transfers, and bidding will take place at a meeting of all employees.

## *ARTICLE 8: GRIEVANCE PROCEDURE*

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### **I. Grievance Procedure**

A grievance shall be an alleged violation of the express terms of this Agreement of Board policies affecting wages, hours, or working conditions. “Days” shall refer to days on which employees are required to work during the school year and shall refer to calendar days during the summer months, exclusive of Saturday, Sundays and Holidays.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that, within the framework of this Agreement, these proceedings will be kept as informal and confidential as may be appropriate at all levels of the procedure.

- A. An employee alleging a grievance must orally discuss the grievance with the immediate supervisor within ten (10) days of the occurrence of the condition giving rise to the grievance. For purposes of this procedure, the term ‘immediate supervisor’ is defined as follows: Director of Facilities Management for Facilities Management employees, Transportation Supervisor for Transportation Department employees, or his/her designee in the event of their absence.
- B. If satisfactory resolution of the grievance is not obtained, the employee must submit a written grievance to the immediate supervisor within ten (10) days of the “oral” conference. 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 an employee fail to institute a grievance within the time limits specified, the time shall be a threshold issue to be decided by an arbitrator, if necessary.
- C. The immediate supervisor will meet with the grievant and the Association representative no later than ten (10) days following receipt of the written grievance. The immediate supervisor shall issue his/her disposition of the grievance in writing within seven (7) days of the meeting.
- D. If the decision of the immediate 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 immediate supervisor. The grievant must state the reason(s) why the decision of the immediate 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.



- E. Within thirty (30) days after receipt of the decision, if the grievance remains unresolved as the result of the deposition of the grievance by the Superintendent, or if no disposition has been made within the period above provided, the Association may submit the grievance for arbitration and notify the board in writing of its intent to arbitrate. Steps of the arbitration procedure shall be as follows:
- a. The Association shall file a demand with the American Arbitration Association. The arbitration shall be conducted in accordance with the American Arbitration Association rules and regulations.
  - b. The arbitrator shall limit his/her decision strictly to the interpretation and application of enforcement of the provisions of the Agreement or its supplements and make no decisions contrary to or inconsistent with or modify or vary the terms of the Agreement and supplements. The arbitrator shall have no authority to require the employer to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions given it by State law or City Chapter.
  - c. The decision of the arbitrator shall be final and binding upon the Association and employer provided that the arbitrator has determined the case within the scope of authority set forth hereinbefore.
  - d. Cost of the arbitrator shall be borne equally by both parties.

## **II. Time Limits**

- A. Time limits shall be strictly observed and may be extended only by mutual agreement in writing. Should an employee 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.
- B. A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) calendar days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.
- C. All preparation, filing, presentation or consideration of grievances shall be held at times other than when the participating Association representative is to be on the job.

## ***ARTICLE 9: SICK LEAVE BENEFITS***

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### **Drivers**

#### **I. Accumulation of Sick Leave**

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

#### **II. Use of Sick Leave**

- A. 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:
  - a. 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.
  - b. In no case shall sick leave days be awarded beyond those which the individual driver 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.
  - c. Prior to returning to work, the driver must file with the Assistant Superintendent for Human Resources as 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.
  - d. Should any medical dispute arise regarding the aforementioned provisions, it shall be resolved with the opinion of the third physician as provided in Section VIII of this Article.
  - e. 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.

**III. Suspected Misuse of Sick Leave**

A. 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.

**IV. Forfeiture of Sick Leave**

A. 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.

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

A. 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 I 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, 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 (5) may be granted by the approval of the Superintendent.

**VI. Maintenance of Sick Leave Records**

A. 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.

**VII. Worker's Compensation Benefits**

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

**VIII. Medical Dispute**

A. 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.

**IX. Family and Medical Leave Act**

- A. 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.
- B. Drivers who are on Family Medical Leave (FMLA), and their leave time coincides with a holiday, will not be eligible to receive holiday pay.

**Maintenance Employees**

**I. Sick Leave**

- A. All employees covered by this Agreement shall accumulate one (1) sick leave day per month with maximum accumulation of 120 days for all employees.
- B. Employees must notify the Employer at least one hour prior to the scheduled starting time if they are unable to report for work, except in cases of emergency beyond the employee's control.
- C. In the event of the death of an employee, his/her beneficiary shall be compensated for his/her accumulated sick leave based upon the employee's current rate of pay at the time of death.
- D. Should an employee terminate his/her employment voluntarily and/or by request of the Employer, he/she shall forfeit all unused sick leave benefits.
- E. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked.
- F. Sick leave benefits are for the benefit of the individual employee in cases of personal illness and/or accidental injury. Up to three (3) days per year may be used for a sick child.
- G. Should these benefits be suspected of misuse, the Employer reserves the right to request a medical examination and/or a statement from a physician as proof of illness or injury. Misuse will be interpreted as less than five (5) days accumulated sick leave with no history of documented illness.
- H. All employees who become aware of an impending period of disability necessitating absence from work shall notify the Employer as soon as reasonably possible after diagnosis. Notification shall include a statement from the attending physician giving

- the anticipated dates of commencement and termination of the period of disability. Said notification must be filed with the personnel office. The employee may be required to perform the duties of employment while remaining on the job, if the disability is not to commence immediately. Sick leave benefits will be paid only for those days for which absence results due to the disability.
- I. Employees absent from work for more than three (3) consecutive days must provide a physician's return-to-work release.
  - J. Sick leave not to exceed one day shall be allowed in the event of a medical emergency in the employee's immediate household subject to the approval of the Superintendent. Medical verification must be presented upon return from the emergency medical day.
  - K. Employees on leave of absence without pay shall not accumulate sick leave during such periods.
  - L. Routine health examinations, including eyes and dental appointments, which result in employee absence shall be covered by sick leave. Employees requesting such leave shall do so by written notification approval at least 48 hours in advance of the absence.
  - M. Bargaining unit members may donate sick days to another member by mutual agreement of the Union and the Employer. After all benefit days have been exhausted, donated sick days may be used for the employee's illness only.

## *ARTICLE 10: LEAVES OF ABSENCE*

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### **Drivers**

#### **I. Leave of Absence with Pay**

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

##### **A. Bereavement Leave**

D. 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.

- i. An exception shall be made when the funeral is out of town beyond 200 miles, in which event an additional one (1) day will be allowed for travel time.
- ii. Exceptions to any of the above may be made by the Superintendent or his/her designee

##### **B. Jury Duty**

a. 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.

##### **C. Personal Days**

- a. 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. Bargaining unit members hired after January 1, shall receive prorated personal days-one (1) personal day shall be credited. 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.
- b. 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. Unused personal days over four (4) days shall accumulate as sick leave.
- c. 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.

#### **D. Merit Days**

- a. 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 day 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 diver will not negatively affect merit time calculations.
- b. 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.
- c. Merit or personal days must be used before unpaid leave is granted.

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

- A. 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.

#### **III. Leave Extensions**

- A. 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.

#### **IV. Return from Leave**

- A. 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.

## **Maintenance Employees**

### **I. Personal Leave**

- A. All bargaining unit members shall be allowed three (3) personal days to be used at his/her discretion subject to the following conditions:
  - a. The use of the personal days shall be subject to the approval of the Superintendent, or his/her designee, if the day(s) requested is prior to, or following, holidays, vacations, seasonal breaks or during the first five (5) or last five (5) days of the working year.
  - b. Notification of intent to use the personal day(s) shall be made in writing to the immediate supervisor at least twenty-four (24) hours in advance, except in cases of emergency.
  - c. Unused personal time will become sick time.
  - d. If a conflict develops, and an adequate work force is in jeopardy, a personal day may be denied by the Assistant Superintendent for Personnel.

### **II. Bereavement Leave**

- A. An employee shall be allowed up to three (3) working days with pay as bereavement days, not to be deducted from sick leave, for attendance at a funeral due to a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or a member of the employee's household.
- B. Employees will be allowed the use of one (1) personal or vacation day for the purpose of attending funerals for aunts, uncles, nieces, and nephews.
- C. Any employee selected to be a pall bearer for a deceased employee will be allowed one-half day funeral leave day with pay, not to be deducted from sick leave.
- D. 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.
- E. Exceptions to this article may be made by written request to the Superintendent.



## **ARTICLE 11: WORK YEAR**

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### **Drivers**

#### **I. 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 four cancelled 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 four 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 12, Section III, 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.

### **Maintenance Employees**

#### **I. Working Hours Shift Premium and Hours**

- A. The work day for full-time employees will be eight (8) consecutive hours per day.
- B. The work week will be five (5) consecutive days, Monday through Sunday, for a minimum of forty (40) hours per week.
- C. No part-time positions will be created where a full-time position could be established.
- D. Employees who work on the second shift shall receive, in addition to their regular pay for the pay period, twenty-five cents (\$.25) per hour shift premium
- E. Employees who work on the third shift shall receive, in addition to their regular pay for that time period, forty cents (\$.40) per hour shift premium.

- F. First, second, and third shift employees shall be allowed thirty (30) minutes off for lunch in addition to their eight (8) hour work day. Maintenance staff shall take their lunch breaks at the location or within a reasonable distance from where they are working. It is understood that an employee has thirty minutes for lunch including travel time.
- G. Summer work shift shall be determined by the Employer. Employees shall be given a one-week notification regarding their summer work schedule. Every effort will be made to work employees on the day shift as applicable.
- H. If an employee is requested to work contingent hours beyond his/her normal shift, those hours shall be paid at time and one-half except for the extra time principle.
- I. For the purposes of calculating the payroll, the pay period shall be Friday through Thursday.
- J. Changes in shift schedule lasting more than one week shall not occur without five (5) working days of advance notice to the affected employee(s), and an explanation thereof. Exceptions may be made upon mutual agreement of the President and the Superintendent or in case of emergency and on approval of the Superintendent.
- K. If an emergency occurs, and an employee is request to report for duty, (outside of scheduled overtime) a minimum of two (2) hours or the number of hours in the employee's regularly scheduled shift whichever is less, will be granted at time and one-half or double time on Sundays and holidays. The employee will only be required to stay on site until the emergency is resolved.

## **ARTICLE 12: WAGES AND BENEFITS**

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### **Drivers**

#### **I. Hourly Pay Schedule**

- A. The salaries of drivers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. For purposes of payroll, the work week for reporting hours worked shall be Friday 12:01 a.m. through Thursday 12:00 midnight.
- C. Extra trips will be paid at the current hourly rate of the driver.

#### **II. Longevity Pay**

- A. Longevity pay in addition to the regular pay shall be granted to all regular drivers after completion of continuous service according to the following schedule payment:
  - a. After six (6) years: 6.0% of base pay
  - b. After twelve (12) years: 10.0% of base pay
  - c. After eighteen (18) years: 14.0% of base pay
  - d. After twenty-four (24) years: 16.0% of base pay
  - e. After thirty (30) years: 18.0% of base pay
- B. Longevity pay shall begin on the anniversary of the driver's seniority date.

#### **III. Hourly Rate Schedule**

- A. The below description of one run may include time to pick up or drop off secondary students in addition to regularly scheduled elementary students.
  - a. One (1) morning run is equivalent to two (2) hours
  - b. Two (2) morning runs is equivalent to three (3) hours
  - c. Kindergarten runs are equivalent to one and one-half (1 ½) hours
  - d. One (1) night run is equivalent to two (2) hours
  - e. Two (2) night runs is equivalent to three (3) hours
  - f. Extra run on half (1/2) days is equivalent to one (1) hour
- B. The above hourly rate schedule does not pertain to special education drivers. These will be determined on an hourly basis.

#### **IV. Holiday Pay**

- A. 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.
- B. All bargaining unit members are expected to work the day before and the day after a holiday in order to be eligible for holiday pay. If, however, a bargaining unit member is sick either the day before or the day after the holiday, they are still eligible to receive holiday pay. If the bargaining unit member is suspected of abusing sick leave, the supervisor can request medical documentation for the absence. If the bargaining

unit member fails to provide medical documentation for the absence, they shall not receive the holiday pay.

**V. Payment for Transportation Meetings**

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

**VI. Paychecks**

A. Driver 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.

B. 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.

**VII. Health Insurance**

A. The Board agrees to provide the bargaining unit member the option of choosing MESSA Choices II health insurance with \$20 office visit, \$10/\$20 Rx or MESSA ABC Plan I. The Board will pay 75% of the annual premium and deductible for the duration of this Agreement, and the bargaining unit member will pay 25% of the premium and deductible. Those bargaining unit members who elect MESSA ABC Plan I will have his/her deductible front loaded by the District on January 1 of each year.

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

C. The Board's contribution toward health insurance premiums for the duration of this Agreement shall be 75% of the 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.

D. 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.

**VIII. Cash In Lieu of Health Insurance**

A. A driver not selecting health insurance will receive \$160.00 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.

a. 6.1-8.0 hours: 100%

b. 4.1-6.0 hours: 75%

B. 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.

**IX. Dental Insurance**

A. 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:

a. 4.1 or more hours: 100%

B. 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.

C. Current premium rates will be announced as soon as possible.

**X. Vision Insurance**

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

**XI. Life Insurance**

A. 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:

a. 6.1-8.0 hours: \$10,000

b. 4.1-6.0 hours: \$7,500

B. 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.

**XII. Payroll Deduction for Insurance**

A. 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.

**XIII. Jackets and Sweatshirts**

A. 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.

**XIV. Third Party Administrator**

- A. 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.

**Maintenance**

**I. Longevity**

- A. Each employee covered by this Agreement shall receive in addition to his/her regular pay, a longevity increase according to the following schedule:
  - a. After six (6) years: 6.00% of starting salary
  - b. After twelve (12) years: 10.00% of starting salary
  - c. After eighteen (18) years: 14.00% of starting salary

**II. Time and One-Half and Double Time**

- A. Time and one-half will be paid for all hours worked over eight (8) in one day or over forty (40) hours in a scheduled work week.
- B. Double time will be paid as follows:
  - a. For all hours worked on Sundays.
  - b. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.
- C. Straight time shall be paid to employees working regularly assigned hours and shifts on Saturday and Sunday. This provision is exclusive of regularly assigned weekend building checks when said checks are in addition to the employee’s regular work week.

**III. Holiday and Observance Provisions**

- A. The paid holidays and observances for those working at the time are designated as: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving, the day before Christmas, Christmas Day, and New Year’s Eve. Employees will be paid their current rate based on their regular scheduled work day for paid holidays and observances.
- B. The table below indicates day(s) off with pay (Column II) if Christmas Day or New Year’s Day falls on the weekday indicated in Column I:

Column I:	Column II:
Monday	Friday and Monday
Tuesday	Tuesday and Wednesday
Wednesday	Tuesday and Wednesday
Thursday	Wednesday and Thursday
Friday	Thursday and Friday

Saturday	Friday and Monday
Sunday	Friday and Monday

**IV. Vacation Eligibility**

- A. A full-time (calendar year) employee will be granted vacation, with pay, in accordance with the following schedule:
  - a. Through the first six (6) years of employment: .833 days per month, accumulative to thirty (30) days.
  - b. After the first six (6) years of employment and through the completion of twelve (12) years of employment: 1.25 days per month, accumulative to thirty (30) days.
  - c. After twelve (12) years of employment: 1.67 days per month, accumulative to thirty (30) days.
  - d. After twenty (20) years of employment: 1.87 days per month, accumulative to forty (40) days.
  - e. Employees will be allowed to use vacation days as they are earned.

**V. Vacation Period**

- A. Employees are asked to notify the Supervisor of proposed vacation periods as far in advance as possible.
- B. Where a conflict develops between requested vacation periods and an adequate work force, requests will be approved by the immediate supervisor and the Assistant Superintendent.
- C. Employees requesting vacation days should do so by written notification at least fourteen (14) days in advance of the day requested. A minimum of seven (7) days notice may be accepted based on circumstances and staffing. Less advance notice may be accepted based on the circumstances and efficiency of the operation.
- D. A vacation may not be waived by an employee and extra pay received for work during that period.
- E. The Employer reserves the right to limit the number of employees on vacation at any one time.

**VI. Pay**

- A. Employees shall be paid bi-weekly on Friday, eight days following the end of a pay period. All employees shall receive their salary by direct deposit into a financial institution of the employee's choice. A new employee shall designate the financial institution at the time of employment.
- B. Rate during vacation: Employees will be paid their current rate, based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

**VII. Terminal Pay**

- A. Employees who have at least ten (10) continuous years of service credits, as defined by the Michigan Public School Employees Retirement Act, and at the time qualify to

retire under the provisions of the Michigan Public Schools Employees' Retirement Fund, shall receive terminal pay computed at fifty dollars (\$50.00) for each year up to twenty (20) years; and from twenty-one (21) up to twenty-five (25) years, the terminal pay shall be computed at one hundred dollars (\$100.00).

### **VIII. Hospitalization Medical Coverage and Insurance**

- A. The Employer agrees to provide payment of premiums for insurance coverage of all employees who work a minimum of 32 hours per week, in the bargaining unit as specified herein. Positions will not be created to avoid payment of benefits.
- a. Beginning October 1, 2012, the Board of Education shall pay no more than the insurance cap amount established by PA 152 of 2011 toward the cost of health insurance.
  - b. Members enrolled for less than 12 months will have monthly employer-paid premium limits established by dividing the appropriate cap by twelve (12) as follows:  

The limits for the 2016-2017 insurance years are:  
Single:           \$6344.80  
Two persons: \$12845.04  
Full Family:   \$16751.23
  - c. \*Insurance premium limits will be adjusted annually as they are adjusted by the State of Michigan.
  - c. Dental insurance coverage equivalent to the MESSA Delta Dental Plan equivalent to the coverage provided in 2017.
  - d. Vision care coverage equivalent to MESSA VSP 2 optical insurance.
- B. Insurance and Income Protection and Dental coverage option as follows:
- a. \$10,000 group life insurance policy. In the event of accidental death, the insurance policy will pay double the specified amount.
- C. Maintenance employees not selecting health insurance will receive \$160.00 per month for a full twelve month period.
- D. Long-term disability insurance will be provided to all employees of the bargaining unit for the duration of the Agreement. The policy shall be equivalent to the coverage in effect October 1, 1999.
- E. The amounts to be paid by the Employer for insurance premiums shall be paid monthly for those employees actively employed. All insurance benefits and coverage shall be subject to the conditions upon compliance with the terms and provisions of the insurance policy and rules and regulations of the insurance carrier. The Employer shall not be obligated to pay additional, excess or superfluous amounts toward insurance premiums when equal insurance coverage can be affected by the payment of a single premium.



**IX. Car Allowance**

A. Employees required to utilize their personal vehicle in the performance of their duties for the school district will be compensated at the current IRS rate per mile. Should the school district's car allowance be increased for any other district employees, such increase shall be applied to employees covered by this Agreement.

**X. Tool Replacement**

A. As a general practice, the Employer will supply all tools and equipment necessary for the employee to perform the tasks assigned. Should an employee bring his/her personal tools to work, he/she should make his/her immediate supervisor knowledgeable of same. If the employee has made the immediate supervisor knowledgeable, in writing, and the tools become lost, stolen or damaged while performed the work of the Employer, they shall be replaced at the Employer's expense. Such expense shall never exceed the cost of replacement. Exceptions may be made by the Superintendent upon consultation with the Director of Facilities Management.

B. In the event that tools may become lost, damaged or stolen through the negligence of the employee, the Employer disclaims any responsibility.

**XI. Uniforms or Uniform Allowance**

A. The Employer agrees to provide the following to all regularly employed maintenance persons within the Bargaining Unit:

- a. Upon new hire and annually thereafter maintenance employees shall receive a \$600 annual clothing allowance to be used at C & C Enterprises. Employees will be required to wear furnished uniforms at all times during work hours.
- b. Employees in the Facilities Management Department will be provided one (1) winter jacket. Additionally, all maintenance employees will be provided one (1) summer jacket. Said jackets are to be provided every three years.
- c. Should the employee destroy his/her uniform/coveralls (acid, rips, etc.) during the course of working hours, the Employer shall replace said uniform/coveralls.
- d. Eye glasses: Should an employee damage his/her glasses while on the job or because of the nature of his/her work feels that safety glasses are a requirement, he/she should first:
  - i. Present this request to the Chief Financial Officer at the Central Administrative Offices to obtain prior approval.
  - ii. A purchase order should be obtained prior to the eye examination with the naming of the optometrist determined by the Employer.
  - iii. The Employer will absorb the cost of the safety glasses and the industrial safety frames if required.

- iv. It shall be the responsibility of the employee to bear the cost of the eye examination.

**XII. Personal Cell Phone Stipend**

Maintenance worker will be provided a cell phone at district expense for school business only. If maintenance worker chooses to provide the District with his private cell phone number and agrees that it may be distributed to district personnel for school business purposes, the employee shall receive a stipend of \$240.00 per year. If a maintenance worker elects to provide his cell phone for business use after the start of the contract year (October 1), the district shall pay a prorated portion of the \$240 at the rate of \$20.00 per month for the remaining months of the contract year.

## *ARTICLE 13: RETIREMENT*

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### **Drivers**

- A. 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 contributions 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 Employees Retirement System shall receive terminal pay computed at 19% of base pay (step 1) times the number of his/her accumulated sick time hours.

### **Maintenance Employees**

- A. Employees are members of the Michigan Public Schools Employees Retirement System. Retirement benefits are established by state law as modified by the legislature.

*ARTICLE 14: SAFETY*

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- A. 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.
- B. 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 to the driver in writing, by the Transportation Supervisor, prior to the time the driver is scheduled to drive.

*ARTICLE 15: STUDENT HEALTH ISSUES*

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- A. 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 16: BOARD RIGHTS*

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- 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:
- a. Establish policies, manage, and control the school district, its facilities, equipment and its operations and to direct its working forces and affairs.
  - b. Continue its policies and practices of assignment and direction of its personnel; determine the number of personnel and the scheduling of all personnel.
  - c. 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.
  - d. 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.
  - e. Establish, modify or change any work, business or school hours or days.
  - f. Determine the number and location or relocation of its facilities.
  - g. Adopt rules and regulations.
  - h. Determine the financial policies, including all accounting procedures.
  - i. Determine the size of the administrative organization, its functions, authority, and amount of supervision and structure of organization.
  - j. 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.
  - k. In the event of a chain 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.
- a. 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.
  - b. All changes must have the approval of the supervisor. The final resolution is left with the Superintendent and/or designee being responsible for implementation.
  - c. 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 17: STRIKE PROHIBITION*

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- A. 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 18: TRIP CHARTS*

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### **I. Regular Trip Chart**

- A. Regular trips involve extra-curricular activities that extend beyond regular school days. Drivers working less than 7 ½ hours per day are eligible for these trips.
- a. 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.
  - b. 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.
  - c. 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.
  - d. The posting shall include the date of the trip, the departure time, school, event and destination.
  - e. 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.
  - f. 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.
  - g. 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. 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 break and spring break.

- h. 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.
- i. 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.
- j. 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.
- k. 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 trips per semester after 1:00 p.m., which requires a substitute on his/her route.
- l. 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.
- m. 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).
- n. 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.
- o. 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.
- p. 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.

- q. 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.
- r. 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.
- s. 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.

**II. 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.)*

- A. 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.
  - a. Drivers must designate their desire to be on the daily trip chart. Such notice shall be writing.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. Trips shall be assigned by their departure time.
  - f. 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.
  - g. A driver who is not available to drive his/her run prior to the daily trip shall not be allowed to take the trip.

- h. 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.
- i. 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.
- j. Trading of trips will not be allowed.

### **III. Emergency Trip Chart**

- A. 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.
- B. 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.
- C. 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.
- D. The emergency trip chart shall be updated by 10:00 a.m. daily by the Transportation Supervisor.
- E. 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.
- F. The guidelines for regular trips shall not apply to the emergency trip chart except as provided above.
- G. 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.

### **IV. Summer Trip Chart**

- A. 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.
- B. 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/hr preference in writing.

- C. The drivers indicating a preference for driving summer trips shall be placed on the summer trip list according to seniority. The most senior driver shall be listed first. The summer trip chart shall be posted in the hallway of the bus garage.
  - D. The assignment of trips shall be on a rotation basis beginning with the most senior driver.
  - E. 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.
- V. **Winter Holiday Break and Spring Break Trip Chart:** In a-f below, the term “winter break” refers to the winter holiday break.
- A. 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.
  - B. The drivers indicating a preference for driving trips shall be placed on the winter holiday or spring break chart according to seniority. The most senior drivers shall be listed first. The trip chart shall be posted in the hall way of the bus garage.
  - C. The assignment of trips shall be on a rotation basis beginning with the most senior driver.
  - D. 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.
  - E. 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 the trip and the trip is cancelled. 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 19: ASSOCIATION DAYS*

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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 20: DURATION OF AGREEMENT***

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This Agreement shall be effective as of July 1, 2017, and shall continue in effect through June 30, 2020. 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.

For The Mount Pleasant  
Transportation Association  
MEA/NEA

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

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

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

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

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

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Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

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Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**

**PAY SCHEDULES**

<b>Transportation</b>	Base	Year 1-3	Year 4-6	Year 7
Pay Schedule	\$12.24	\$14.15	\$15.24	\$15.88

<b>Transportation Longevity Schedule</b>	After 6 years	After 12 years	After 18 years	After 24 years	After 30 years
Pay Schedule	\$16.61	\$17.10	\$17.59	\$17.79	\$18.08

<b>Maintenance</b>	Entry	6 Months	1 Year	18 Months	2 Years	30 Months	3 Years	4 Years
Maintenance/Mechanic Helper	\$13.51	\$14.17	\$14.36	\$14.52	\$14.75	\$14.90	\$15.04	\$15.94
Maintenance I	\$14.90	\$15.11	\$15.30	\$15.46	\$15.65	\$15.88	\$16.01	\$17.14
Maintenance II	\$16.72	\$16.90	\$17.10	\$17.29	\$17.48	\$17.63	\$17.87	\$18.75
Licensed or Certified Specialist/Heavy Diesel Mechanic	\$21.69	\$21.87	\$22.12	\$22.32	\$22.58	\$22.81	\$23.03	\$23.27

<b>Maintenance Longevity Schedule</b>	After 6 Years	After 12 Years	After 18 Years
Maintenance/Mechanic Helper	\$16.76	\$17.29	\$17.84
Maintenance I	\$18.03	\$18.62	\$19.24
Maintenance II	\$19.77	\$20.43	\$21.12
Licensed or Certified Specialist/Heavy Diesel Mechanic	\$24.57	\$25.43	\$26.31

\*After 12 years of service in the Maintenance I classification, employees will receive promotion to Maintenance II scale at the highest Maintenance II step.



# Waiver Form for Association Representation

## Mt. Pleasant Public Schools and Mt. Pleasant Transportation Association

I, \_\_\_\_\_, am aware that I may have Association representation, but I  
Name

have voluntarily elected not to have representation present at the meeting held on

\_\_\_\_\_ at \_\_\_\_\_ o'clock with \_\_\_\_\_  
Date Time Administrator(s)

I understand that my waiver does not restrict or in any way waive the rights of the Mt. Pleasant Transportation Association to grieve and that the Association will be provided a copy of this waiver of representation.

I reserve the right to rescind this waiver with a written statement to the administration and to reassert my right to representation at any time including during the course of this meeting.

\_\_\_\_\_  
Bargaining Unit Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time