

NEGOTIATIONS AGREEMENT

BETWEEN

PORTAGE PUBLIC SCHOOLS

AND

PORTAGE SCHOOL BUS DRIVERS'
ASSOCIATION

Effective July 1, 2015

**PORTAGE BUS DRIVERS' ASSOCIATION
TABLE OF CONTENTS**

ARTICLE 1-RECOGNITION	3
ARTICLE 2-DRIVERS' RIGHTS	3
ARTICLE 3-SCHOOLS' RIGHTS CLAUSE	4
ARTICLE 4-EQUAL EMPLOYMENT OPPORTUNITY	4
ARTICLE 5-CONTINUITY OF OPERATIONS	4
ARTICLE 6-BUS INSPECTIONS	4
ARTICLE 7-SENIORITY AND ASSIGNMENT	5
ARTICLE 8-TRIP DRIVING ASSIGNMENT	8
ARTICLE 9-CONDITIONS	11
ARTICLE 10-DRIVER PROTECTION.....	11
ARTICLE 11-LEAVES OF ABSENCE.....	11
ARTICLE 12-VACATION	2
ARTICLE 13-HOLIDAYS	2
ARTICLE 14-COMPENSATION.....	3
ARTICLE 15-INSURANCE	4
ARTICLE 16-DISCIPLINE AND DISCHARGE	6
ARTICLE 17-GRIEVANCE PROCEDURES	6
ARTICLE 18-LAYOFF AND RECALL.....	8
ARTICLE 19-MISCELLANEOUS	9
ARTICLE 20-NEGOTIATION PROCEDURES	10
ARTICLE 21-DURATION OF AGREEMENT.....	11
APPENDIX A.....	Error! Bookmark not defined.
LETTER OF AGREEMENT #1.....	12

NEGOTIATIONS AGREEMENT

BETWEEN

PORTAGE PUBLIC SCHOOLS

AND

**KALAMAZOO COUNTY EDUCATION ASSOCIATION/
PORTAGE SCHOOL BUS DRIVERS' ASSOCIATION, MEA/NEA**

July 1, 2015 – June 30, 2016

This Agreement entered into this 19th day of June 2015, by and between the Portage Public Schools of the City of Portage, Michigan, hereinafter called the "School", and the Kalamazoo County Education Association/Portage School Bus Drivers' Association, MEA/NEA, hereinafter called the "Association."

WITNESSETH

WHEREAS the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1-RECOGNITION

Section 1: The School hereby recognizes Kalamazoo County Education Association/Portage School Bus Drivers' Association, MEA/NEA as the exclusive bargaining representative, as defined in Section 11 of the Public Employment Relations Act, in regards to wages, hours, and other terms and conditions of employment for all bus drivers and bus aide/supervisors employed by the School. Excluded are all supervisory and administrative personnel. The terms driver and bus aide/supervisor, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined and any reference in this Agreement to the female is equally applicable to males.

Section 2: The School agrees not to negotiate with any drivers' organizations other than the Association for the duration of this Agreement.

Section 3: This Agreement shall supersede any rules, regulations or practices of the School which shall be contrary to or inconsistent with its terms.

ARTICLE 2-DRIVERS' RIGHTS

Section 1: Pursuant to Act 379 of the Public Acts of 1965, the School hereby agrees that all employees within the bargaining unit shall have the right freely to organize, join and support or refrain in joining and supporting the Association for the purpose of collective bargaining in regard to wages, hours, and other terms and conditions of employment; that neither the School nor the Association will discriminate against any employee with respect to wages, hours and other terms and conditions of employment by reason of his/her membership or non-membership in the

Association, his/her participation in any lawful activities in connection therewith, or his/her institution of any grievance, complaint or proceeding under this Agreement.

Section 2: The School agrees to furnish the Association, in response to reasonable requests from time to time, such information necessary to keep the seniority records, as kept by the Association, up to date.

Section 3: The Association will have the right to use school building facilities for the purpose of conducting non-political association business in accordance with the policies established by the Board for the use of such buildings. The Association shall be provided bulletin boards or sections thereof in the drivers' lounge for the purpose of posting non-political Association materials.

Section 4: The Association President will receive notification in writing of any permanent assignments assigned to drivers when required.

ARTICLE 3-SCHOOLS' RIGHTS CLAUSE

Section 1: The School, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system. The School has the right to maintain order and efficiency; to determine the number and size of busses; to establish equipment specifications; to establish or eliminate bus routes; to hire; to direct the work force; to require employees to observe rules and regulations. These rights may be exercised even though resulting in transfer, reclassification or elimination of some employees. The exercise of these powers, rights, authority, duties and responsibilities by the School and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

Section 2: New hires may be hired through a third party contractor. However, all vacated positions will be filled through the internal bidding process. Once all bidding has been concluded, whatever position is available will be posted for outside employees and if per District choice, they may be a PPS employee or a contract employee.

ARTICLE 4-EQUAL EMPLOYMENT OPPORTUNITY

Section 1: No person or persons shall be discriminated against on the basis of race, sex, religion, color, national origin, marital status, age, sexual orientation, height, weight or disability. The parties will continue to work together to assure equal employment opportunities to all.

ARTICLE 5-CONTINUITY OF OPERATIONS

The Association agrees that during the term of this Agreement and while negotiations are in progress on a successor Agreement, it shall not direct, instigate, participate in, encourage, or support any concerted action against the School by any bus driving employee or any group of bus driving employees.

ARTICLE 6-BUS INSPECTIONS

Section 1: The normal work day shall begin ten (10) minutes before a driver is scheduled to leave the garage and shall end following a five (5) minute post-trip inspection. The normal work week shall be the above hours Monday through Friday.

Section 2: The normal or special education noon assignment and free standing shuttle will begin ten (10) minutes before a driver leaves the garage and shall include a five (5) minutes post-trip inspection at the time a driver returns to the garage.

Section 3: For purposes of computing pay for regularly scheduled runs, compensation will begin ten (10) minutes prior to the time the bus driver is required to leave the gate to begin any run and shall include a five (5) minutes post-trip inspection. The drivers must perform a ten (10) minutes pre-trip inspection and complete a five (5) minute post-trip inspection of their assigned bus and document same as required by law. Pre-trip inspections must be performed on each and every bus driven by the driver, following district policy.

ARTICLE 7-SENIORITY AND ASSIGNMENT

Section 1:

a) All bus drivers must complete a bus drivers' training program to the satisfaction of the School. Upon successful completion of the training program, all drivers will serve a probationary period of ninety (90) working days. Days when the driver does not work will not be counted. During the probationary period, the Employer shall have the right in its sole discretion to terminate the services of an employee without that employee having recourse through the grievance procedure. Upon satisfactory completion of the probationary period, the substitute bus driver's seniority will be listed as of the date the training program was completed or the date when a former driver returned to work. If two (2) or more employees have the same employment date, seniority will be determined by lot. At the time of the seniority selection the affected Association members and an Association Representative will be present. The probationary driver will be paid according to the substitute rate or appropriate step on the salary schedule.

- 1) **FULL TIME:** All regular drivers who have an AM/PM run will be considered regular full-time employees.
- 2) **PART-TIME:** Drivers who do not have an AM/PM run and are required to report daily will be considered regular part-time employees. These employees have two (2) hours AM (minimal) and two (2) hours PM (minimal.)
- 3) **SUBSTITUTE DRIVERS:** Drivers who do not report daily will be considered substitute drivers. Any driver that submits to reinstate their status to a "Part-time" driver will not be eligible to bid on any routes for 90 calendar days from the date of reinstatement unless no other driver bids on route.

Section 2: Work will be assigned according to the following procedure:

- 1) AM/PM regular runs: Current runs will carry over to the following year. Many of the add-ons will be assigned to the same runs from year to year. New AM/PM runs or vacant runs will be available for bid at orientation based on seniority.
- 2) Definitions;

- (a) Route: A designated course regularly traveled by a school bus to pick up students and to take them to school, or to deliver students from school to their homes or designated bus stops.
- (b) Run: A section of a route. [To illustrate the difference between a run and a route, it is possible to have six (6) daily runs on the same route, i.e., one high school, one middle school, and one elementary run both morning and afternoon.]
- (c) Shuttle: A run back and forth over a short route (e.g., between two or more locations.) A shuttle shall be at least one (1) hour or more.
- (d) Add-on runs are assignments which are combined with a daily run which do not require payment of a one (1) hour minimum.

Section 3: By June 1 of each year, each regular driver will be given the opportunity by the use of the intention sheet to indicate what types of mid-day work said employee is interested in for the following school year. Intention sheet is Appendix A.

After regular drivers have been given such opportunity, the Transportation Manager shall create the following year's mid-day assignments based upon the drivers' seniority and preferences, provided that it is understood that no schedule can be over forty (40) hours. [The rule re: forty (40) hours applies to all work for Portage Public Schools in any capacity or department.] During the time that the Transportation Manager is creating the following year's mid-day assignments, he shall meet with two (2) representatives of the Association for the purpose of getting their consultation, input and review.

Due to the unique needs of special education, every effort will be made to keep special education drivers with special education work.

Even though the general rule is that mid-days will be assigned upon preferences and seniority, the parties recognize that some assignments will be made with efficiency in mind (i.e., time and geographic.)

Section 4: Once drivers have bid upon these route assignments, it becomes the regular assignment for that driver for the school year. If a driver, after accepting an assignment for the year, decides to give up his/her mid-day assignment, they will not be eligible for any other permanent mid-day assignment for the remainder of the semester.

Section 5: It is understood that routes can and do change during the course of the school year. Work will be assigned according to the following procedure after the orientation meeting:

- 1) Whenever a route is vacated, or a new route is created, or an existing school year route becomes a year-round route, such route will be posted for a period of five (5) working days and shall be open to all drivers. The senior driver submitting a written bid shall be assigned to the route. Any unselected route shall be offered to the senior part-time driver on a seniority basis. If no part-time driver accepts the new assignment, then such route shall be assigned to the part-time driver with the least seniority. In the event the number of regular drivers exceeds the number of regular routes, the least senior driver shall be placed on part-time status. When a

position is vacated, the eligible part-time driver for a route will be paid first year drivers' wages for driving hours immediately. Vacancies occurring during summer break will be available for bid at orientation.

A driver, when changing routes, may within three (3) full driving days from the date of transfer, elect to return to his/her former status. During the three (3) day trial run, the new driver will not be accompanied by the previous driver. If the driver returns to their assignment held immediately preceding the transfer, the next senior driver who submitted his/her written bid will be assigned to the route within three (3) working days. When a driver transfers from one route to another, posting of the former route shall be implemented the following Monday after notice of opening.

- 2) After orientation, new and/or vacant mid-day runs and shuttles will be posted for bid. Such work will be reassigned to the most senior employee who submits a bid. If such bid results in that employee's previous mid-day assignment becoming vacant, that work would be reassigned to existing routes if possible. If mid-day assignment can't be reassigned, it would then be posted as an open assignment.
- 3) Following decisions and possible reassignments based upon customer service and seniority, the District will assign remaining new work according to the following four (4) priority categories.
 - (a) Drivers who currently are under forty (40) hours and interested in additional work who indicate their interest in writing.
 - (b) Drivers who voluntarily indicate they are interested in additional work and who did not sign up. Drivers who declined to sign up will not be eligible for add-ons until all regular full-time drivers are up to forty (40) hours.
 - (c) Regular part-time drivers.
 - (d) Substitute drivers.

If there is more than one driver in the above categories, assignment is made by seniority.

If new work would put all regular full-time drivers into overtime, work is assigned to a regular part-time driver.

- 4) A list of drivers who are not regularly assigned and volunteer to drive, mid-day runs or shuttles will be compiled by the end of the second week of school. Drivers who would go over forty (40) hours during the week because of previously assigned trips will be passed over for that fill-in assignment.

Short-Term Absence: [Less than one (1) week.] When a regular driver is absent, the total AM/PM package created by such an absence will be assigned by the District to an available part-time or substitute driver for the duration of the absence.

When a regular driver is absent for mid-day assignment, the Transportation Office shall offer the available work to those regular full-time drivers who signed up by

seniority for the remainder of the absence, whenever possible. If no regular driver signs up or is available, part-time would be considered next.

Long-Term (Mid-Day) Absence: Long-term absence (those that are anticipated to be one (1) week or more) shall be filled by the most senior regular full-time driver who volunteers for said assignment. If no regular driver signs up or is available, part-time drivers would be considered next.

- 5) Drivers who decline a mid-day run, or shuttle five (5) times will be removed from the list for the remainder of the semester.
- 6) Drivers will accrue sick leave for their regular runs including add-ons, mid-day runs and shuttles.

Section 6: The beginning of the school year shall be defined as the first day students report to school.

Section 7: A driver returning from an approved leave of absence will be given seniority for the period of time the driver was on the leave of absence, in addition to the seniority accrued prior to the leave of absence.

Section 8: Trips are requests that have been made by various directors and organizations and a trip slip is issued.

ARTICLE 8-TRIP DRIVING ASSIGNMENT

Section 1: Whenever possible, regular and part-time drivers shall be used for driving trips and for transporting students with the following exceptions.

- a) Vans may be driven by teachers or coaches when the cost of the trip may be reduced by using these people.
- b) If after reasonable effort, the School is unable to locate a regular driver willing to take the assignment, the School may assign a driver of its choice.

Section 2: **Trip Assignment Procedures**

- a) Trips shall be defined as driving assignments in addition to the regularly scheduled daily driving assignments.
- b) Trips shall be assigned as follows:
 - 1) Trips will be posted by 9:00 a.m. on Thursday.
 - 2) Trip preference selection must be completed by 9:00 a.m. on Friday.
 - 3) Trip assignments will be posted by 1:00 p.m. Friday.

4) Sign ups for trips assignments as required above may be adjusted, as reasonable, due to holidays and/or breaks.

5) Trips will be assigned starting with the most senior regular full-time driver and continuing down the list until all regular trips and late trips are assigned. The next week's list will start with the regular full-time driver listed next where the previous week's list stopped. Once at the bottom, the list will return to the most senior driver. Emergency trips and makeup trips are exempt from this list. The next week's trips will start from the last regularly assigned regular or late trip assigned as of 6:00am on the day of the trip posting.

6) A separate seniority list will be used in the same manner for emergency, and make up trips.

7) Unpaid canceled trips will only be made up during that week.

8) Makeup trips will be assigned before late trips whenever possible. Late trips will be assigned beginning with the most senior driver on the master seniority list who has the available hours.

9) Trip list is for regular drivers, not part-time. Any assignments for part-time drivers will not affect the regular driver's weekly assignment.

c) A list of regular full-time drivers available for trips will be posted in **selection** order, with their available trip hours. Each driver on the list will indicate, by order of preference, up to seven (7) trips for which they want to be assigned, up to a forty (40) hour maximum. The driver may opt to utilize "any" as one of their choices, allowing the Transportation Department to assign the driver a trip based on the driver's hours and days of availability.

d) A list of available trips will be posted along with the list of drivers in c) above.

e) If all regular full-time drivers will go into overtime if assigned a particular trip, the trip will be assigned to the most senior regular part-time driver in the bargaining unit. If all regular part-time drivers will go into overtime if assigned a particular trip, the trip will be assigned to the most senior regular full-time driver available to do the trip (using the master seniority list). If the driver refuses the overtime trip, they will be passed over for overtime trips until the rotation cycles back to them on the overtime seniority list. The next overtime trip for the week would be assigned to the second most senior regular full-time driver. Overtime of one-half (1/2) hour or less will not count for purposes of this Section.

f) Paid leave would count toward total hours in calculating overtime and availability for trips, but unpaid leave would not. Regular work and trips as well as late and emergency trips are included in the calculation.

g) When a trip is canceled with less than two (2) hours notice, the driver who was scheduled to take such trip will receive a two (2) hour minimum pay on week days or four (4) hours minimum pay on weekends.

h) Part-time drivers are eligible for trips when there are no full-time drivers who are available or eligible. Part-time drivers are eligible for trips based on seniority, interest, eligibility and availability.

i) When a trip is canceled with more than two (2) hours notice, the driver shall receive no compensation.

j) Trips which span more than one (1) day will have the time worked allocated based upon the actual hours. Pay periods begin on Sunday and end on Saturday.

k) Trip assignments falling during the winter and spring breaks start the first day following the last day school is in session. However, if Thursday or Friday is the last day school is in session, Saturday trips will be considered part of the regular work week rather than holiday trips. All trip assignments will be made according to the established procedures found in Trip Assignment Procedures of the negotiated agreement.

l) Refusal of nine (9) trips following signing up for them will result in that employee being ineligible for trips for the rest of the year. Employee may resubmit their availability to the office one (1) time in writing received prior to a trip(s) being assigned for this not to count as a refusal. When a trip is declined or turned back in within 24 hours of the trip will result in a double decline. Emergency situations as agreed upon by Transportation Manager and the Union President would have the declines waived.

m) If a trip scheduled during the normal working day is canceled and the driver who had been assigned the trip is able to drive the regular route, the substitute who is replaced will receive a two (2) hour minimum.

n) Due to the unique needs of special education, SPED drivers would be given first assignment of trips requested by SPED classes due to the use and nature of special equipment required to transport SPED classes.

Section 3: Break in Service

A driver who retires or resigns from the District and returns to work as a substitute driver will move to the bottom of the seniority list.

Section 4: Summer Driving

a) Summer routes will be assigned beginning with the most senior regular full-time driver who does not have a year-round route. When all regular full-time drivers have been exhausted, the regular part-time drivers become eligible by seniority. Substitutes will only be used when all regular full-time and part-time drivers have been exhausted.

b) All drivers will be used for all summer trips and will be assigned in the same manner as trips during the school year. If a driver rejects three (3) trips, he/she will be eliminated from summer driving. A "no show" for a trip will eliminate a driver from future summer driving. .

c) Summer driving shall begin the day following the completion of school for students.

d) No summer driving (routes and trips) shall be scheduled which result in a schedule over forty (40) hours. [The rule re: forty (40) hours applies to all work for Portage Public Schools in any capacity or department.]

e) Drivers who do not complete assignments and are ineligible for extra assignments or summer assignments through the following the summer (as stated above) can become eligible if agreed upon by the Transportation Manager and the Association President.

ARTICLE 9-CONDITIONS

Section 1: The School will maintain clean and functional rest rooms and lavatory facilities for the drivers' use. A room appropriately furnished will be provided as a drivers' lounge.

Section 2: Telephone facilities shall be made available to drivers for their reasonable use. Drivers making personal calls involving toll charges shall reimburse the School for the same.

Section 3: All drivers are provided an e-mail account by the School which can be accessed on School computers or from any internet connected computer.

Section 4: Adequate parking facilities shall be made available to drivers.

Section 5: **CLOTHING ALLOWANCE:** To maintain a high standard of appearance, all bus drivers shall be provided a winter/all-weather jacket to be worn while on duty. The jacket shall be provided without cost to each driver after the ratification of this Agreement, and thereafter with the completion of the probationary period, and/or every other year subsequently.

ARTICLE 10-DRIVER PROTECTION

Section 1: Any case of assault or sexual harassment upon a driver shall be promptly reported to the School as specified within the policies of the district. Administrative personnel shall inform the driver of his/her rights and obligation with respect to such incident and shall render reasonable assistance to the driver in connection with handling of the incident by law enforcement authorities.

Section 2: The employer will support all appropriately processed and reasonable route management decisions by drivers in the handling of discipline problems on the bus.

ARTICLE 11-LEAVES OF ABSENCE

Section 1: **Sick Leave**

a) Each regular driver shall earn sick leave each month based upon their average daily run time. The average daily run time shall be based upon the pickup and take home runs and shall include, mid-day runs, shuttles, and add-ons. It will be rounded up to the nearest quarter hour of work completed. Average regularly scheduled daily run length will be initially computed during the second pay period in September. It will be recomputed during the second pay period in January. For ten (10) month drivers the accrual of sick leave shall begin the first pay period in September. The June accrual will occur for drivers that work 10 or more days in June.

Sick leave may be used for non-job related physical or mental illness. The sick leave allowance will be credited to the employee's account on the first day of each month. An employee with less than one (1) year of seniority as defined in Article 8, Section 1, will have his/her sick leave benefits prorated.

b) Each driver shall be entitled to the unused portion of each year's sick leave up to a total of five hundred (500) hours which shall be available to him/her in future years. Upon resignation all accumulated sick leave benefits terminate.

Drivers who achieve perfect attendance during the semester will receive a payment of \$300 at the end of each semester.

- 1) Days when an employee is on leave of absence due to jury duty under Article 12, Section 5(a) of this Agreement shall not be considered in determining whether or not a driver is eligible for the perfect attendance stipend.
- 2) Employees who are subpoenaed to a court of law for an issue directly related to their employment with Portage Public Schools shall not be considered in determining whether or not a driver is eligible for the perfect attendance stipend.
- 3) Absences that are directed and mandated by administration due to disciplinary action will not be counted when calculating perfect attendance.
- 4) Absences taken under the Association Leave provision shall not be considered in determining whether or not a driver is eligible for the perfect attendance stipend.

c) **Illness In The Family:**

The amount of sick leave available for accident or illness in the immediate family shall be limited to one (1) day per occurrence not to exceed three (3) days in any one (1) school year to make the arrangements for providing care by someone other than the employee, provided the employee has the time in his/her sick leave bank. . Family illness related time can be taken in hourly increments. In emergency situations additional time off may be allowed at the discretion of the Superintendent. All additional time will also be granted from the employee's sick bank.

Immediate family is defined as: mother, father, step-parent, husband, wife, children, step-child and any other family member dependent upon the employee for financial support and/or care.

- d) Employees returning from sick leave may be required to take and pass a physical examination by a doctor designated by the School before returning to work. The School will absorb the cost of such physical. In addition, the employee may use sick leave from his/her accumulated sick leave account until the school's physician permits the employee to return to work.
- e) After five (5) years of service to the Portage Public Schools, the District will provide payment for 1/3 of unused sick leave at a percentage of the driver's current hourly rate of pay as specified in the chart below to an employee who retires with

immediate benefits under the Michigan Public Schools Employee Retirement System (MPSERS), under their rules, qualifies for a disability retirement under MPSERS, or dies while employed by the Portage Public Schools. This payment will be made within one (1) month of the employee's retirement date. In the event of death, payment shall be made to a beneficiary designated by the employee in writing, or in absence thereof, to the Employee's estate.

0-80 hours – 10%

81-240 hours – 25%

241+ hours - 35%

Section 2: Leaves Of Absence Without Pay Or Other Fringe Benefits

a) A leave of absence for personal illness shall be granted, upon written request, to any employee who furnishes medical evidence of such illness. Leaves of absence may be granted by the School for other reasons upon written request, but no leave of absence will be granted for an employee to accept employment elsewhere. No leave of absence will exceed one (1) year from the last day the employee was actually at work. If an employee violates the purpose for which his/her leave of absence was allowed, he/she shall be subject to discharge. If an employee does not report for work at the expiration of the leave of absence, he/she will be considered as having voluntarily quit. An employee, to whom a leave of absence has been granted, shall not be entitled to return to the employ of the School until the expiration of sick leave of absence unless a route is available.

Employees returning from a leave of absence may be required to take and pass a physical and/or psychological examination by a doctor designated by the School before starting work. The School will absorb the cost of such examination.

b) A leave of absence for disability shall be granted an employee upon the presentation of a physician's statement indicating the employee cannot continue to perform essential job functions. The employee, if eligible, shall be entitled to such unpaid leave of absence in compliance with the regulations under the Family and Medical Leave Act. Upon return from a leave of absence, the School shall have the right to require verification from the employee's physician as to the employee's ability to return to work to perform essential job functions.

c) A driver on a leave of absence will not receive sick leave credit for the period of time he/she was on leave.

f) An employee who is absent due to illness will first use up all available sick leave and if additional time is needed, as prescribed by the employee's physician, a request for same must be made in accordance with Article 12, Section 2-a prior to the expiration of sick leave or, if that is not possible, within ten (10) days following expiration of sick leave. A leave of absence will be approved up to one (1) year from the last day the employee worked. During the period of unpaid leave the employee's route will not be posted until eighty (80) working days have elapsed. If after the expiration of the eighty (80) working days the employee is still not physically able to return to work, the employee's route will be posted.

The maximum period of time an employee may be absent from work is one (1) year. This period may include sick leave and unpaid leave.

If an employee on inactive status (unpaid leave), has not been absent eighty (80) working days, returns to work for a minimum of ten (10) consecutive working days and again becomes ill,

he/she will begin a new eighty (80) working day period before his/her route is posted. If the employee returns to active employment but is unable to continue work ten (10) consecutive working days, his/her absence will be considered the same illness and he/she will have only the balance of his/her eighty (80) days before his/her route is posted.

Upon return from a leave of absence, the driver shall be assigned to an available route. If no route is available, the driver shall be assigned to the route being driven by the driver with the least amount of seniority provided that the driver being replaced has less seniority than the driver returning from the leave of absence.

Section 3: Business Leave

Each driver shall be allowed, with full pay, up to two (2) days per year for business leave. Absences under this provision shall be necessary personal business reasons which cannot be handled at any other time than during the school day. Personal business leave may not be used for recreational purposes, job interviews, shopping trips, etc. Some examples of personal business leave are funerals (not specified in Section 4), legal appointments, medical and dental appointments. Business leave requests, specifying the reasons for the absence, must be submitted to the Transportation Director for approval. An absence without approval will subject the employee to disciplinary action. Drivers are responsible to verify approval of the business leave at the end of their regularly scheduled workday prior to the date of the requested leave day.

a) The District shall endeavor to reserve one (1) leave day until 5:00 p.m. the night before the effective date so as to address last minute requests from employees.

Section 4: Funeral Leave

An employee absent because of death in the immediate family (as defined below) will be permitted to take up to three (3) days, with full pay, of actual time lost from normally scheduled work during the period between the death and the day of the funeral. The above time will be granted providing: 1) that such absence shall be reported to the School on the first day, 2) that the absences are taken and used for the purpose of attending the funeral or other services customarily practiced in connection with such death, and 3) that the School may request such proof as it may desire for any of the above.

The immediate family shall be defined as wife, husband, children, mother, father, sister, brother, step-parent, step-child, parent-in-law, grandparent or grandchild. Immediate family shall also include those persons who maintained a common legal residence with the employee at the time of death. Up to one (1) day with pay shall be granted when death occurs in the non-immediate family.

Section 5: Special Leaves

Leaves with pay and not chargeable against sick leave or business leave allowance are as follows:

- a) Absence when an employee is called for jury duty, except the School will pay only the difference between the per diem rate of the employee and the amount received for jury duty.
- b) Court appearance when an employee is subpoenaed as a witness in a court of law. The School will pay only the difference between the per diem rate of the employee and the amount received for services as a witness. This section shall not be in effect in any case in which the employee brings suit against the School.

Section 6: **Association Leave**

The District will provide a total of three (3) paid leave days per year to the Association for the purpose of enabling employees designated by the Association to conduct Association business. These days may be taken in full day or one-half day increments. The Michigan Education Association will reimburse the District for all wage costs (including retirement and FICA contributions) resulting from use of these leave days.

ARTICLE 12-VACATION

Those employees who work "year round" and have completed one (1) year of continuous employment will be eligible for two (2) weeks of paid vacation. The vacation must be taken during a period when the employee's services are not required. The weekly vacation pay will be determined by multiplying the driver's average daily hours by five. A "year round driver" is defined as a 12 month employee who hold AM and PM routes.

ARTICLE 13-HOLIDAYS

Section 1: The following days will be considered paid holidays provided the employee works their scheduled day before the holiday and their scheduled day after the holiday (except for a death in the family and scheduled jury duty).

- a. New Year's Day
- b. Spring Friday
- c. Memorial Day
- d. Labor Day
- e. Thanksgiving Day
- f. The day after Thanksgiving
- g. Christmas Day (for those drivers with five (5) years or more of service with the School District)

Section 2: Employees assigned to "year round" routes and employees assigned to regular summer assignments will receive holiday pay for July 4 providing they meet the other requirements of this Article.

Section 3: Holiday pay will be based on the employee's average daily rate. The average daily rate shall be based upon the pickup and take home runs and shall include noon runs, shuttles, and

add-ons. It will be rounded to the nearest quarter hour of work completed (see Article 15, Section 7). Average regularly scheduled daily run length will be initially computed during the second pay period in September. It will be recomputed during the second pay period in the second semester.

ARTICLE 14-COMPENSATION

Section 1:

- a) The following shall be the schedule of the basic driver hourly rate for all work.

2015-2016 SALARY SCHEDULE A

	<u>Wage rates for employees hired before 1/29/10</u>	<u>Wage rates for employees hired on or after 1/29/10</u>
Substitute	\$12.99	\$12.50
First year	\$13.66	\$12.71
Second year	\$14.05	\$12.92
Third year	\$14.25	\$13.35
Fourth year	\$14.71	\$13.76
Fifth year	\$15.22	\$14.17
Sixth year	\$15.42	\$14.59
Seventh year	\$15.82	\$15.01
Eighth year	\$16.27	\$15.64
Ninth year	\$16.49	
Tenth year	\$16.71	
Eleventh year	\$16.89	
Twelfth year	\$17.11	
Thirteenth year	\$17.30	
Fourteenth year	\$17.54	
Fifteenth year and over	\$17.72	

All training, route making, any meeting called by the school, physicals, summer driving, and trips will also be paid at this rate of pay.

- b) Effective July 1, 2015 or upon ratification, whichever is later, eligible bargaining unit members will advance 1 step.

- c) Bus aide supervisors will be paid the same rate as specified in Article 15, Section 1 (a). Such employees must be qualified as drivers. In the event of an emergency or shortage of drivers, the Employer may utilize the qualified bus aide supervisor as a driver and substitute an

employee who is not a qualified driver in the bus aide supervisor position on a temporary basis only.

1) When the District decides it is necessary to use a Portage paraprofessional as an aide on a bus, or as an aide while a student is being transported utilizing another type of vehicle, the aide in question will be paid as a Portage paraprofessional in line with the then-existing wage rate for the position.

Section 2: Drivers will keep all maps and stop sheets current and will be compensated for the actual time spent updating these at the direction of an office staff member at their regular hourly wage.

Section 3: When a driver is rehired and upon becoming a regular driver, he/she shall receive credit on the salary schedule for all previous driving for the Portage Public Schools, less a reduction on one (1) year from said total for each year, or part of a year, of the time away not employed as a driver for Portage Public Schools.

Section 4: When the school finds it necessary to close as a result of physical breakdowns or climatic conditions, bargaining unit employees shall be notified that they are not to report to work. All drivers scheduled to drive on a closure day will be paid their normally scheduled hours for that day at their assigned rate of pay, excluding trips, for up to 35 hours per year. If more than 35 hours occur, drivers will not be paid for these days. Drivers will drive and receive regular pay for any rescheduled school days.

Section 5: Orientation for all drivers shall be held proceeding the first day of school. All drivers in attendance will be paid their regular hourly rate with a two (2) hour minimum.

Section 6: Those employees who have completed fifteen (15) years of continuous service with the School District shall receive the additional sum of two hundred (\$200) each year.

Section 7: Time worked will be calculated in fifteen (15) minutes increments, and the seven (7) minute rule will be utilized relative to rounding up or down.

ARTICLE 15-INSURANCE

Section 1: Health Insurance

The School will make available to all regular employees a hospitalization program. The selection of the carrier will be the prerogative of the School. However, the program will be comparable to MESSA Choices 2 with XVA2 with single and family coverage.

The MESSA Choices 2 Hospitalization/Medical Program shall contain the following:

1) \$200/\$400 in-network deductible

- 2) \$400/\$800 out-of-network deductible
- 3) \$20 office visit co-pay
- 4) \$25 urgent care
- 5) \$10/\$20 Rx
- 6) \$50 Emergency Room
- 7) AI and XVA2 riders

Those eligible employees will receive a subsidy of the single subscriber rate. The school paid subsidy shall be as follows:

Beginning July 1, 2011 eligible bargaining unit members will pay twenty percent (20%) of the single subscriber premium rate by payroll deduction and the Board will pay the remaining eighty (80%) of the single subscriber rate, upon employee enrollment in the health plan. Additional amounts for dependent coverage are fully paid by the member.

Eligible drivers not electing District Health Insurance shall receive an additional \$1.80 per hour worked as cash in-lieu.

Section 2: **Long Term Disability**

All regular employees may enroll in a long term disability program.

This program will be established and selected by the School. Benefits would commence after the 91st day for those employees having 90 or less days of accumulated sick leave or the day after expiration of accumulated sick leave for those employees having more than 90 days of accumulated sick leave and continue for three (3) years after the initial date of disability. The program will provide 50% of base salary, to a maximum of \$600 per month, for up to three (3) years following said waiting period. Mental and alcohol disorders will be excluded from this policy. All definitions and terms shall be in accordance with the master policy between the School and the insurance carrier.

Section 3: The School will administer a Section 125 Medical Reimbursement Plan for all interested employees.

Section 4: Life Insurance

The District will pay the full premium cost for a \$10,000 term life insurance policy with AD&D for all full-time regular employees. All benefits, definitions and terms shall be in accordance with the master policy between the school and the insurance carrier.

Section 5: Dental Insurance and Vision Insurance

The School will make available to all regular employees the opportunity to participate in the dental and vision plan then available in the Portage Public Schools for administrators, support personnel and exempt employees. If a regular employee chooses to participate in the dental plan and/or the vision plan, the employee must agree to pay the full cost for the premium for such participation by payroll deduction. The plan document and summary plan description for such dental plan and vision plan is available from the District's Human Resources Office.

ARTICLE 16-DISCIPLINE AND DISCHARGE

Section 1: No driver who has completed his/her probationary period shall be disciplined or discharged without just cause. Any driver called into a meeting with an employer representative who has a reasonable belief that the meeting may result in discipline has the right to the presence of a representative of his or her choice at the meeting.

ARTICLE 17-GRIEVANCE PROCEDURES

Section 1: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute arising out of the interpretation or application of this Agreement.

Section 2: Nothing within this Agreement shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

Section 3: All signed grievances shall be submitted to the chairperson of the grievance committee and it shall be the responsibility of the grievance committee to review all grievances.

Section 4: Procedure

Step 1: An employee with a grievance shall discuss it with his/her immediate supervisor individually, together with his/her Association Representative, or through the Association Representative. This discussion must be held within five (5) calendar days (excluding holidays and those periods when school is not in session) of its occurrence or said grievance shall be deemed waived by the employee, Association, and the School.

If a satisfactory settlement is not reached as a result of the above meeting, the grievance must be reduced to writing and submitted within five (5) working days from the date of the meeting to the

supervisor for his/her decision. This answer must be given within five (5) working days from the date of receipt.

Step 2: If the decision of the supervisor is unacceptable to the Association, the Association may take the grievance up with the Director of Human Resources or his/her representative, provided the grievance is presented to the Director of Human Resources within five (5) working days following the supervisor's decision. The Director of Human Resources or his/her representative shall give his/her decision in writing over his/her signature within five (5) working days following presentation of the grievance by the Association.

Step 3: If the decision of the Director of Human Resources is unacceptable to the Association, the Association shall so notify the Director of Human Resources within five (5) working days following the rendering of the decision in Step 2. At that time, the Association has the right to request a meeting with the Superintendent of Schools to present the facts upon which the grievance is based, remedy or correction that is requested, and the section or sections of the contract that have been violated. Such a meeting must be held within seven (7) working days from the date of request. The Superintendent's written decision must be delivered to the Association within seven (7) working days following the meeting with the Superintendent.

Step 4: In the event a grievance which involves the interpretation and/or application of Article 8 and/or Article 9 is not satisfactorily resolved at Step 3, within five (5) working days after receipt of the Superintendent's decision, the grievance may be transmitted to the State Labor Mediation Board for purposes of acquiring assistance of the State Labor Mediator for grievance meeting purposes. Such meeting shall be held within fifteen (15) days after request by either party.

Step 5: Grievances which have not been satisfactorily settled at Step 3, may be referred by either party to arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect, provided such referral is made in writing with a copy to the Human Resources Director within ten (10) working days after receipt by the union of the 3rd Step answer for such grievances. If the grievances have not been submitted to arbitration within said ten (10) working day period, they shall be considered as being resolved. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement and shall be limited solely to the interpretation and application of the specific provisions contained herein. He shall have no authority to modify or change any salary provision established by the parties. The fact that a grievance has been considered by the parties in the preceding steps of the grievance procedure shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

The arbitrator shall render his/her decision within thirty (30) days after the hearing on a grievance and the decision of the arbitrator upon the grievance, which shall have been submitted to him/her in accordance with the provisions of this Agreement, shall be in keeping with, and may be addressed procedurally and substantively as enumerated within the Michigan Arbitration Act, Public Act 371 of 2012. The expenses or fees of the arbitrator shall be shared equally by the School and the Association.

Section 5:

a) Grievances that are not appealed within the time limit specified in each step of the grievance procedure shall be considered settled on the basis of the decision last rendered; unless such time limit is extended by mutual agreement in writing by the parties involved.

b) If the School fails to give an answer within any time limit specified in the grievance procedure (unless such time limit is extended by mutual agreement) the Association may submit the grievance to the next step of the grievance procedure.

c) The Association and the School will be required to pay all their own expenses involved in processing a grievance except that in Step 4 and Step 5 both parties will share equally all costs submitted by the mediator or arbitrator in connection with the grievance.

d) In the administration of the grievance procedures any financial liability to the School District shall be limited to the amount of earning actually lost with deductions of all sums earned during this period. If an error is made in the calculation of a bus driver's salary the School will be liable for the shortage. If an error should be made which results in overpayment to the driver, then the bus driver shall be obligated to repay the School such liability on the bus driver and the School shall be limited to the current contract year.

ARTICLE 18-LAYOFF AND RECALL

Section 1: Layoff defined: Layoff shall be defined as a reduction in the workforce beyond normal attrition due to a lack of funds sufficient to avoid such reduction, which is demonstrated by the Employer.

Section 2: Layoff Notice: No bargaining unit member shall be laid off pursuant to a reduction in the workforce unless said bargaining unit member shall have been notified of layoff at least thirty (30) calendar days prior to the effective date of the layoff.

Section 3: Layoff Procedure: In the event of a reduction in workforce, the Employer shall first layoff probationary bargaining unit members in the affected classification, than the least senior bargaining unit members in the classification. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are qualified for a vacant or newly-created position.

Section 4: Substitute Priority: A laid-off bargaining unit member shall, upon application at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer, during the month in which they are laid off. Bargaining unit members who are laid off would be eligible for COBRA the month following their lay-off.

Section 5: Recall: Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position.

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

A recalled bargaining unit member shall be given fifteen (15) calendar days from receipt of notice, to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the fifteen (15) day period. Failure to accept the offer of recall or to report to work after accepting offer of recall results in the forfeiture of an and all recall rights.

Bargaining unit member recalled to regular work are obligated to take said work. Bargaining unit members on layoff shall accrue seniority during the period of such layoff.

ARTICLE 19-MISCELLANEOUS

Section 1: The Association recognizes the right of the School to require physical examinations, as prescribed by the School, to be on file in the School personnel files. The School will pay the cost of such physical.

Section 2: Pursuant to the pupil protection laws in effect as of January, 2006, any fingerprinting, criminal records check and FBI criminal records check costs for all current bus drivers will be paid by the District.

Section 3: A driver who wishes to resign shall file a written notice of resignation with the School at least thirty (30) days prior to the time the resignation is to become effective, except in those cases in which extenuating circumstances may require a shorter period of such notice.

Section 4: The negotiating committee representing the Association shall meet with School representatives at least three (3) times each year in October, January, and March to discuss items of mutual concern.

Section 5: Each driver, as a condition of continued employment, must be able to provide the School with a valid certificate of course completion from the Michigan Department of Education, Section 305A, Act 300, P.A. 1949 as amended.

Section 6: This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the School District and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 7: All drivers must assume the responsibility for keeping the interior of their vehicles clean.

Section 8: Any regular driver interested in being a trainer may submit his/her name to the Transportation Office for consideration. The School has the sole responsibility for selecting trainers.

Section 9: An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2001 Public Act 4.

The parties agree that inclusion of this language is required by Section 15(7) of the Public Employment Relations Act.

Section 10: Any required commercial driver's license for public school employees required by the District to drive others as part of their job responsibilities is to be obtained and kept current by each employee, with the expense of the license to be reimbursed by the District upon presentation of a paid receipt.

Section 11: If an accident occurs and the employee disagrees with the determination of the Manager regarding an accident, they may elect to have the situation reviewed by a committee which will consist of the Manager or designee, mechanic of Managers choice and the union president. The Manager's decision will be binding.

ARTICLE 20-NEGOTIATION PROCEDURES

Section 1: If at the time this Agreement would otherwise terminate the parties are negotiating for a new agreement, the terms and conditions herein shall remain in effect so long as negotiations voluntarily continue.

Section 2: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 21-DURATION OF AGREEMENT

This Agreement shall be effective upon ratification and shall remain in effect until midnight, June 30, 2016, and will be automatically renewed for successive periods of one (1) year unless either party gives written notice to the other party at least sixty (60) days prior to the expiration date of its intention to amend or terminate this Agreement. The District and Association agree to a wage and benefit re-opener for the 2015-2016 school year.

BUS DRIVERS' ASSOCIATION

BY Mary Secord President 9-30-15
(Date)
BY Emeh Hamulis ^{VP} President (Date)
BY Julia Bonhomme negotiation chairperson 9-30-2015
(Date)
BY Sheresa P. Stokes negotiations 9-30-2015
(Date)
BY Bruce Mars negotiations 9-30-2015
(Date)
BY Celaine Mars secretary 9-30-2015
Uniserv Director (Date)

BOARD OF EDUCATION

BY [Signature] President 10-26-15
(Date)
BY [Signature] Superintendent 10.20.15
(Date)
BY [Signature] Director of Human Resources 10-27-15
(Date)