

AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF THE CALEDONIA SCHOOLS

AND

THE KCEA/MEA/NEA

BUS DRIVERS AND FLEET MECHANICS

2007-2012

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ARTICLE I - EMPLOYEE RECOGNITION

Section 1: The Board recognizes the Kent County Education Association (K.C.E.A./M.E.A./N.E.A.) as the sole representative of all full-time and regular part-time bus drivers and Fleet Mechanics employed by the Caledonia Community Schools, but excluding the Fleet Supervisor, supervisor and all others.

Section 2: Agency Shop/Payroll Deductions.

- A. All Bus Driver and Mechanics shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall be a legally permissible amount determined in a legally permissible manner and shall not exceed the amount of Association dues collected from Association members. The Bus Drivers/Mechanics may authorize payroll deduction for such fee. In the event that the Bus Driver/Mechanic shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 12.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit members made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each Bus Driver/Mechanic. Moneys so deducted shall be remitted to the Association, or its designee, no later than thirty (30) working days following deduction.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- C. Any Bus Driver/Mechanic who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outline in the MEA Constitution, By-laws, and Administrative Procedures. Payroll deductions shall be made in equal amounts, as nearly as may be, from the paychecks of each Bus Driver/Mechanic.

- D. Due to certain requirements established in court decision, the parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in the Article relating to the payment or non-payment of the representation Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.
- E. In the event of any legal action brought against the Caledonia Community Schools Board, past and present individual members of the Board or past and present administrative employees or agents of Board in a court or administrative agency because of Board's compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
 3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Caledonia Community Schools, Board past and present individual members of Board and past and present administrative agents and employees of Board from any form of cost, damages and other liability imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

ARTICLE II - EMPLOYEE RIGHTS

Section 1: The Board agrees that the Association and its members shall have the right to use available school building facilities for any desired meetings provided arrangements have been made in advance with the Administration and as long as they transact business at times when they are not being paid.

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

Section 3: No full time or regular part-time employee shall be reprimanded, reduced in compensation, disciplined, suspended or terminated without just cause. Recorded verbal reprimands shall be removed from the employer's file after one (1) year from the date of issue. It is the responsibility of the employee to remind the administration when this year has expired.

Section 4: An employee shall have the right to review the contents of his/her personal file and to have a representative of the Association present during the review. All personal and/or confidential references are excluded from this review. Employee records are property of the Board of Education and are not to leave the school premises.

No material may be placed in an employee's personal file without allowing him/her an opportunity to file a response thereto and said response shall become part of said file. Substantive complaints regarding an employee's performance which are subsequently verified by an administrative observation or investigation shall be reduced to writing with names of the complainants, administrative action taken, and the remedy clearly stated.

Section 5: Employees being disciplined shall be entitled to Association representation.

Section 6: The Board agrees to provide a copy of this agreement to each employee as well as ten (10) additional copies for the Association.

Section 7: The Board agrees to provide to the Association any information that it would normally provide to the district's constituents. The district reserves the right to charge a production fee for such information.

ARTICLE III - BOARD RIGHTS

The Board of Education, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- a. To hire executive management and administration control of the school system and its employees, properties and facilities.
- b. To hire all employees and subject to the provisions of the law, to determine their qualifications, the conditions of their dismissal or demotion, and to promote and transfer all such employees.
- c. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited by the specific and express terms of this Agreement thereof are in conformance with

the Constitution and the laws of the State of Michigan and the Constitution and the laws of the United States.

d. The Board reserves the right to utilize non-bargaining unit personnel to transport students to the extent it has in the past. Other instances involving the subcontracting of bargaining unit work will be subject to negotiations between the parties.

ARTICLE IV – SENIORITY

Section 1: Seniority shall be defined as length of continuous service within the employee’s classification, in the employment of the school Board commencing with the date of last hire as a transportation employee. Seniority is not cumulative between bus drivers and fleet mechanics.

Section 2: Seniority of an employee shall automatically terminate if he/she voluntarily quits, is discharged; or fails to report to work for three (3) consecutive work days without calling in and receiving permission not to report. If a driver requests and is reclassified as a substitute driver he/she shall have his/her seniority frozen.

Section 3: An employee that is placed on layoff will continue to accrue seniority. Such seniority, however, is to pertain only to the layoff and recall procedure; not toward longevity or any other benefits.

ARTICLE V - CONDITIONS OF EMPLOYMENT AND SELECTION OF RUNS

Section 1: Each employee in the transportation group must have on file at the administration office by the first day of school each year, the following forms and certificates as required by law:

- a. A chauffeur's/CDL license which is current and valid (photo copy)
- b. A valid bus driver's certification card which is valid for the balance of the coming school year;
- c. A valid road test and written skill test;
- d. Each employee must have a valid medical certificate stating that his/her physical ability meets the minimum qualifications as outlined on the CDL/BPS physical form as required by the State.

If any of the above items are not on file at the Administration office by the first day of school each year, an employee will not be allowed to drive until all items are on file. The only exception to the above may be for a driver on medical leave at run selection time as described below.

If an employee is disqualified on medical grounds (sickness, disease or accident) he/she may retain his/her seniority date for a period not to exceed twelve (12) months if a written letter from a doctor states the medical reason.

An employee on medical leave on run selection day may choose a run. Another seniority driver may also select to drive that run in the absence of the driver on leave. The Director of Transportation will assign a temporary driver to drive the run that ends up vacant whether it is the medical leave driver's run or another. Upon return of the driver on medical leave, the seniority driver who may have opted to drive that run will be assigned to the run that was occupied by the temporary driver. If the same driver requests and is granted a medical leave in succeeding years., he/she will be assigned the last run available on run selection day for that year still on medical leave.

Section 2: Run selection meeting. The run selection meeting will be held the third Monday in September. Drivers will run their previous year's run until this time, provided the run still exists. In such case (s) the driver, who has suffered 25% or more of total wage loss will be allowed to bump - within three days of the driver being informed of the loss - and in accordance with the procedure outlined in Article XVI, Section 2 of this agreement. Any runs vacant at the beginning of the school year will be filled by assignment from the Director of Transportation. Run selection for kindergarten, PPI, and noon special education runs will be in August at least four (4) days, but not more than 10 days, prior to the opening of school. The Director of Transportation retains the right to revert the run selection process back to August if this better meets the needs of the school district.

- a. Index cards will be posted that describes the various runs to be selected.
- b. The most senioered driver chooses his/her complete daily schedule of runs first; second senior next; third, etc., until all runs are chosen. A driver may continue to pick runs to a maximum of forty (40) hours per week, including the fifteen (15) minute pre-trip which special education run drivers receive. No extra trips may be selected, without supervisory approval that will put the driver into an overtime situation beyond 45 hours per week, until all other drivers have had the opportunity to select available trips.
- c. The run selection process will be considered finished when the last run is selected.
- d. Shuttles arising during the school year will be assigned to drivers, taking into consideration the District's economic and geographical best interests and then the driver's seniority.

Section 3: Any school runs that have students picked up that will not be left at the school, but, out of necessity, have to be shuttled to another building within the school district will be the responsibility of all the drivers who have selected runs for that building. Said shuttle responsibility will be rotated among these drivers. Should said shuttle divert a driver for more than one mile (total) from his/her normal route, he/she will be compensated for a shuttle under

the terms of Article 14 (D). Should the shuttle divert a driver more than two (2) miles (total) the compensation will be 1.5 (one and one half) times the shuttle rate in Article 14 (D). In this case (compensable shuttle), the run will be offered to the driver with the most seniority unless it conflicts with the district's economic and geographic best interests. When a shuttle run that does not fit the above description is occurring it will be brought to the attention of the Director of Transportation and the Association President for a mutually agreeable resolution to occur.

Section 4: In the event that the Director of Transportation feels there should be a change in the driver of a particular run, or he feels the driver has selected a run in which he/she may not be well suited, he will discuss his concern with the driver(s) involved. If the driver does not consent to voluntarily switching of that run, the director may call a meeting among himself, the affected driver, the KCEA/MEA/NEA representative, one driver chosen by the association and one other driver selected by the affected driver. At this meeting, rationale will be given for the proposed change, and the affected driver will be allowed to present a response. A decision will then be made by majority vote; and said decision, as well as the rationale, will be recorded and retained by the director. Should there be a change in the run in question, the affected driver will suffer no financial loss for the remainder of the year.

Section 5: In the event a driver suffers a ten (10) percent or more total wage loss from run selection to the end of the school calendar, he/she will be allowed to bump within three (3) days of being informed of the loss. Bumping shall continue until all runs are filled. However, the district, at their option, may elect to compensate the driver for the wage loss. If the district elects this option, no bumping shall occur.

Section 6: Employee Responsibilities. A list of driver responsibilities/procedures/etc. can be found at the end of this agreement and labeled, "Appendix A". When fleet mechanics are required to drive, they must adhere to this.

Section 7: Work Week – Mechanics. The work week for all mechanics shall consist of 40 hours for 52 weeks a year or as set by the Fleet Supervisor. Each mechanic shall receive pay of time and a half or time and a half compensating time for each hour of time worked over the 40 hour per work week as authorized by the Fleet Supervisor. Double time pay shall be received for all authorized time worked on Sundays and holidays.

ARTICLE VI – LEAVES

Section 1: Illness:

- a. An employee shall be granted ten (10) days per school year for absences caused by illness or injury. Unused sick leave days shall accumulate to a maximum of two hundred ten days (210). Employees shall receive an annual statement of sick leave accumulation in September. Up to five (5) sick days/year may be used for illness of the employee's spouse, children living at home or parents and other individuals residing for an extended period of time in the employee's household. The daily sick leave benefit paid to an employee shall be the

employee's normal daily pay. Doctor or dentist appointments are valid reasons for absence and will be deducted from sick days.

b. Employees shall possess and maintain sufficient good health physical and mental, to adequately perform their respective duties. If, in the administration's opinion, there is a question as to the physical or mental ability of an employee, the administration has the right to have a valid medical opinion on the driver in question. The expense for this mental or physical examination will be the obligation of the Board of Education and the doctor will be selected by the administration.

c. An employee who desires to use a sick leave day must notify the Director of Transportation or his representative as soon as possible. Every attempt should be made to inform appropriate person of the absence no later than 5:30 a.m. on the day of the absence. The Director of Transportation reserves the right to request a doctor's slip if, in his/her opinion, there are repeated absences due to alleged sickness. Fleet mechanics should notify the fleet supervisor at least one half hour before their normal start time of absence.

d. No employee may be paid out of sick leave for any days other than those on which he/she would normally work during the school year. Any employee absent because of an extended or serious illness must present to the Director of Transportation, prior to his return to service, a statement from his doctor indicating that his health is satisfactory to resume normal duties assigned. The cost, if any, for this medical certification will be the obligation of the Board of Education.

Section 2: Death in the family. Absence without loss of salary shall be allowed not to exceed five (5) days per school year upon the death of a husband, wife, parent, brother, sister, child (any child who is a member of the household), parent-in-law, grandparents, grandchildren, in-laws and anyone who resides in the household for an extended period of time and who is dependent upon the employee. These days shall not be deducted from sick leave. One of these five (5) days may be used to attend the funeral of someone other than a member of the immediate family as defined above. The district may grant additional days off at its discretion.

Section 3: Jury Duty. The Board will pay the difference between regular compensation and jury compensation (be it less) received from the court by an employee required to serve as a juror during regularly-assigned working time.

Section 4: Unpaid Leaves. Unpaid leaves of absence may be available to employees for reasons of health, home conditions, child care and education. Such leaves shall require thirty (30) calendar days notice of intent unless it is an emergency or unforeseen situation as determined by the Director of Transportation. The request for leave must indicate an anticipated date of return. The approval, as well as the duration of such leaves, shall be solely up to the discretion of the Board. Employees on unpaid leaves shall have their seniority frozen. See Letter of Understanding (Drivers only) attached to this agreement for more clarity on this section.

Section 5: Personal Business Days. At the beginning of every contract year, each employee shall be credited with one and one-half (1.5) personal days to be used to conduct personal business. The mechanics will receive an additional personal day, but this extra day for the mechanics will not be accumulative. An employee planning to use a personal day shall notify his/her supervisor at least five (5) days in advance except in cases of emergency. Personal business days may be limited to one (1) employee (and one mechanic) each workday. Such leave shall not be taken the first working day preceding or following a holiday, except with approval of Director of Transportation. Unused personal leave shall accumulate as sick leave.

Section 6: Association Release Time. Each school year the local employees association shall have five (5) paid leave days for the use of its employee representatives to conduct association business or participate in association activities. Requests for such leave shall be submitted in writing through the immediate supervisor.

Section 7: Other Leaves. Any absences for other than stated above, must be discussed in advance (and pre-approved) with the Director of Transportation. The Director may approve unpaid leaves up to five (5) days. The leave must be reported to the Assistant Superintendent. Unpaid leaves of more than five (5) days and those that accumulate beyond five (5) days in any school year must be approved by the Board of Education. Notification of the Leave will be given to the Association President.

Section 8: Any employee who willfully violates or misuses this policy on leaves with pay or who misrepresents any statements or conditions under this policy shall forfeit all pay for this stated period and be subject to stern disciplinary action.

Section 9: Parties agree to abide by the rules and regulations set forth in the Family and Medical Leave Act (Federal) of 1993. This section shall not be construed as limiting the right of a member to elect to substitute paid leave for unpaid leave in accordance with Section 102 (d) (2) of the aforementioned legislation.

ARTICLE VII - WORKER'S COMPENSATION

Section 1: An employee injured on the job shall report such injury to the administration office and said employee's immediate supervisor. All reports must be filed at the administration office within 24 hours of the incident.

Section 2: Any employee's injury requiring loss of time from work whereby the employee would receive worker's compensation benefits, shall report the amount of such compensation benefits to the administration office upon receipt.

Section 3: An employee cannot collect both worker's compensation benefits and sick leave pay at the same time. When legally possible an employee will be compensated under the worker's compensation law rather than from his/her accumulated sick leave. The Board agrees to pay any

difference between worker's compensation benefits (be it less) and the employee's regular pay. The employee's sick leave will be drawn upon to provide this difference and the Board will discontinue such payment, when sick leave is exhausted.

ARTICLE VIII - GRIEVANCE PROCEDURE

Any employee or the Association may file a written grievance if there is cause to believe that there has been a violation of the master agreement. Grievances shall be processed in a timely manner as described below. Time limits will be met unless altered by mutual written agreement.

Step 1: Director. The alleged violation must first be discussed with the director in an attempt to resolve the problem or alleged violation. This discussion must take place within ten (10) working days of the alleged violation. Within five (5) working days of the discussion with the supervisor a written disposition will be rendered. If not settled to the mutual satisfaction of both parties, the grievance must be reduced to writing and submitted to the next level. This written grievance is to contain:

- a. A specific statement of the facts upon which the grievance is based. This statement shall be included in all successive steps.
- b. Specific article(s) and/or section(s) of the contract which have been allegedly violated.
- c. The relief sought by the grievant.
- d. Signature(s) of the grievant(s).

Step 2: Superintendent/Designee. If the written disposition of the grievance is not considered satisfactory, it may be submitted to the superintendent of schools within five (5) working days after receiving the written disposition from the supervisor. At this level of the grievance procedure, a full investigation of the matter and discussion of it with the representative of the Association and grievant will be conducted by the superintendent or his/her designee. The superintendent or his/her designee will issue a written disposition of the grievance within five (5) working days of the appeal to this level.

Step 3: Board of Education.

- a. If the disposition given in level 2 is not satisfactory, the matter may be appealed to the Caledonia Community Schools Board of Education for further review. The appeal to the Board must be made within five (5) working days after the receipt of the written disposition of the superintendent of schools. This appeal is to include a copy of the grievance as submitted at previous levels
- b. If presented at least eight (8) working days in advance, the Board of Education shall receive the grievance no later than its next regularly scheduled meeting. The Board may hold a hearing

thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance. The secretary of the Board shall render the Board's decision in writing within ten (10) working days after the Board hears the grievance. Any expenses incurred throughout the grievance procedure shall be borne by the party incurring them.

Step 4: Mediation. If the Association is not in agreement with the disposition of the Board of Education, it may request a mediator's opinion/recommendation from the offices of the Michigan Employment Relations Commission. Such request must be initiated within five working days of receipt of the Board's disposition. Board of Education representatives and Association representatives will have an opportunity to present their respective cases to the mediator. The Board of Education and the Association agree to abide by the recommendation/opinion of the mediator. This step of the grievance procedure may be used a maximum of three times during any contractual year unless mutually agreed otherwise.

ARTICLE IX - NON-STRIKE AGREEMENT

Section 1: The Association and its individual members agree that a "strike" is not only illegal, but not in the interest of the children of Caledonia Community Schools; and therefore, the Association and its individual members agree not to strike.

Section 2: As used in this article, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the condition, or compensation, or the rights, privileges or obligations of employment. Nothing contained in this article shall be construed to limit, impair, or affect the right of any public employee to the expression or communications of a view, grievance, complaint, or opinion of any matter related to the conditions or compensation of public employment, or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment.

ARTICLE X - NEGOTIATION PROCEDURES

Section 1: It is understood that matters not specifically covered by this agreement but of common concern to the parties shall, by mutual consent of the Board and the Association, be subject to negotiation between them from time to time during the period of this agreement. The parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

Section 2: By mutual agreement the parties may begin prior to March 15, but at least sixty (60) days prior to the expiration of this agreement, can begin negotiations for the new agreement covering wages, hours, terms, and conditions of employment of the Board's employees.

ARTICLE XI - RETIREMENT

In recognition of federal law, there is nothing in this agreement which intimates that an employee must retire at a certain age.

ARTICLE XII - EXTRA TRIPS

Section 1: All seniority drivers will be given the opportunity to drive extra trips before they are offered to substitute drivers. Trips will be offered in rotation according to seniority.

Extra trips are defined as special trips authorized by the Director of Transportation on form "Special Bus Trip Authorization and Report of Driver. There will be no switching or exchange of trips between drivers.

Section 2: Any driver who has an extra trip that is canceled one (1) hour or less before departure time, will be paid that first (1st) hour of driving time. A minimum of four (4) hours will be paid for come and go trips on Saturday. This wage is described in Article XIV.

Section 3: When going on a day trip of 4 hours or more, over the breakfast or lunch hour, the driver will receive up to \$7.50 for their meal. When on an evening trip of 3 hours or more over the dinner hour, the driver will receive up to \$10.00 for their meal. This is for the driver's meal that day. The driver must turn in a separate meal receipt for each meal to be reimbursed.

Section 4: For further explanation and details on extra trip procedure, etc. see Appendix B at the end of this agreement.

ARTICLE XIII - GENERAL

Section 1: Bus drivers attending bus drivers training classes as required by law shall be paid \$9.00 /class hour. All employees shall be required to attend bus drivers school classes or workshops for the number of hours required by the state transportation code to qualify. Drivers will be paid at their regular run rate to attend two (2) four (4) hour in-services and a minimum of four (4) hours at \$9.00/hr. for additional training. The Board will pay tuition for bus school as required under the law and all driver certification requirements such as road tests and written tests. The Board shall reimburse employees for the cost differential between a regular and chauffeur/CDL license.

Section 2: In the event school is closed due to condition determined by the administration to be beyond the control of school authorities (for example: adverse weather conditions, health concerns, equipment breakdowns or other reason), drivers shall be paid the wages they were scheduled to work on that day as long as the District, according to state law, does not have to reschedule the day. If school is closed beyond what the law or state aid act provides (currently 30 hours per year), the Board of Education shall reschedule such day(s). In the event the employee is required to make up a canceled day of student instruction in order to receive full state aid payments, drivers will not receive pay for the canceled instructional days if it exceeds the 30 hours per year (equal to 6 days). Drivers then shall work on such rescheduled days and be compensated.

A bus driver who comes to work without having been properly notified that there will be no work shall receive one (1) hour of pay, if not already being compensated by the school.

Section 3: Extra pay at the federal minimum wage rate per hour will be allowed on any run for the following reasons if documented on time card:

- a. Extra time required due to mechanical failure on the vehicle.
- b. Extra time required due to sickness of passengers or other unusual situations that in the opinion of the supervisor should be compensated. This will not include extra time caused by running out of gas or other neglect by the driver.

Section 4: A run is defined as a round trip from the garage to the discharge of the passengers then to the place where the bus is garaged. Double runs of elementary and secondary students will be paid as two runs. A driver may pick up and/or drop off students at more than one school building/location on the same trip run without added compensation unless the extra mileage meets the criteria to be compensated as a shuttle run. (See Article V, Section 3).

Section 5: The Board will reimburse directly to all employees the same cost as paid the school physician, for a physical exam (CDL/BPS) and medical charges for a T.B. test as provided by a Board-designated physician only as required by law or Board of Education policy.

Section 6: Runs can be added or deleted by the Board as it becomes necessary. Seniority provisions of this contract will prevail in these circumstances.

Section 7: In the event that a driver of a skill center run is sick, his/her said run will be offered to other seniority drivers on a rotating basis, provided said seniority drivers do not drop any of their own runs to do so.

Section 8: The number of students riding a bus will be limited to the state transportation code.

Section 9: All runs requiring first and second substitutes will select substitutes for that run. The substitutes will be paid that run rate to ride the first two (2) school days of that run at the

beginning of each school year. The first substitute position will be offered to all seniority drivers first and a driver can be a first substitute for only one (1) run. When the regular driver is unable to drive, the first substitute will be offered the run first.

Section 10: Drivers will be paid one hour's pay at the current regular run rate for attending the annual employee meeting or any conference/workshop approved by the Director of Transportation, for each hour attended. Fleet Mechanics shall be reimbursed at their regular rate of pay for each hour attended.

Section 11: A uniformed jacket, available in the school colors of either purple or gold, will be provided for every regular bus driver, one every three years. Any cost over \$80 will be shared equally between the board and the driver.

Section 12: Fleet Mechanics will be supplied with uniforms for each work day of the week, plus one (1) extra set. Uniforms shall consist of a work shirt and pants. The supplier shall clean and repair the uniforms. Further, work boots, shoes, insulated clothing, etc. will be provided by the district as needed to perform the job. Arrangements are to be made with the supervisor for purchase of such clothing and/or equipment.

Section 13: If any provisions of the agreement or any application of the agreements to any employee shall be found contrary to law, then such provision of application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede to the extent of the conflict, the provisions of this agreement and govern the relation of the parties hereunder.

Section 14: Unless otherwise specified, "Days" as used in this agreement will be interpreted as those considered normal business days.

Section 15: Reference to the term Employee(s) shall be interpreted as pertaining to both bus drivers and fleet mechanics. References to bus drivers shall pertain only to the bus drivers classification and references to mechanics shall apply only to the fleet mechanic classification.

Section 16: Fleet Supervisor Performing Bargaining Unit Work: The Fleet Supervisor may perform bargaining unit tasks as necessary or on an emergency basis. This shall not be interpreted as taking work from the bargaining unit. However, it is understood that the Fleet Supervisor's primary responsibility is to perform in a supervisory capacity. This agreement shall only pertain to the Fleet Supervisor and neither party shall claim or rely upon precedent set by this agreement.

ARTICLE XIV - WAGES & OTHER COMPENSATION

Section 1: WAGES

Note: In the 1997–2000 agreement, drivers wages remained the same and they were compensated with paid days during the winter break. Beginning with the contract year 1999-00, they were to be compensated for four days during the first week of the winter break, four days during the second week of the winter break and four days during the spring break of each year. (Four paid days for spring break are Monday, Tuesday, Wednesday and Thursday.). Good Friday is a paid holiday and would be the fifth day if during that week. This is to continue in effect in the contract unless bargained differently. These days are over and above their normal wages.

A. REGULAR RUN (ELEMENTARY/SECONDARY) DRIVER

<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
\$19.15	\$19.54	Wage Re-opener

B. KINDERGARTEN RUN DRIVER

<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
\$20.56	\$20.98	Wage Re-opener

C. SPECIAL EDUCATION DRIVER- KISD Transportation, starting 2003-04.

D. SHUTTLE DRIVER- See Article V, Section 3.

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Regular Shuttle	\$6.51	\$6.64	Wage Re-opener
Shuttle + ½	\$9.77	\$9.97	Wage Re-opener

E. SKILL CENTER DRIVER- A driver whose specific purpose is transportation of students to and/or from the skills center. A skill center driver shall be paid as follows:

a. Student transportation one way only:

<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
\$27.77	\$28.33	Wage Re-opener

b. Student transportation to and from skills center.

<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
\$33.79	\$34.47	Wage Re-opener

F. DUTTON CHRISTIAN RUN:

<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
\$10.42	\$10.63	Wage Re-opener

G. Regular run drivers who handle wheelchairs shall receive an additional \$.50 per run. Extra trip drivers who handle wheelchairs shall receive an additional \$.50 per trip.

H. EXTRA TRIP DRIVER- A driver who is driving a special run not described in “A” thru “F” above. An extra trip driver will be paid as follows:

<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
\$13.39	\$13.66	Wage Re-opener

WAGES - MECHANICS

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Grade One	\$14.87	\$15.17	Wage Re-opener
Grade Two	\$15.92	\$16.24	Wage Re-opener
Grade Three	\$16.61	\$16.95	Wage Re-opener
Grade Four	\$17.78	\$18.14	Wage Re-opener
Grade Five	\$19.27	\$19.66	Wage Re-opener
Grade Six	\$20.06	\$20.47	Wage Re-opener

H. Temporary Run - This is a run where transportation is provided when the number of days in the program cannot be specifically determined. This could be regular and the program according to Article XIV will determine pay. If the run is canceled one hour or less before departure time, the driver will be compensated for the run. If a substitute is needed for this run for other than personal reasons, the regular driver's time card must match the substitute driver's time card.

I. Drivers who perform work for which wages are paid on an hourly basis will be paid for the time they are required to work. Starting times for a.m./p.m. runs will remain in place, except for the following reasons: a parent requests and is granted a change; a school(s) changes their start/ending times; to reduce the length of time students are on the bus, or if a student is going to be absent for two (2) or more weeks. Hourly paid employees, when absent, must use the same ending times as substitute drivers who drive their runs. Drivers paid by the hour will be compensated fifteen (15) minutes per day (except on school cancellation days) to perform other duties as specified in Appendix A, Part I.

J. Pay for Drug Alcohol Test: Pay for testing will be a minimum of one (1) hour of extra trip rate, maximum of two (2) hours. Supervisory approval is necessary if more than two (2) hours are required.

K. In the event of school delays or run cancellation, (previously to KISD in 2003-04) Special Ed drivers were compensated for one (1) hour of pay or one-half of the run, whichever is less.

L. Mechanics will receive their mechanics hourly wage when they are needed to drive bus, get a mandatory CDL physical, or drug and alcohol testing.

Section 2: Longevity Pay. All drivers and mechanics who have accumulated seniority as a professional bus driver or mechanic for the Caledonia Community Schools will be recognized with longevity pay on the following schedule.

Bus Driver Years Seniority

	<u>2007-10</u>
10	\$131.00
15	\$196.45
20	\$261.97
25	\$327.47
30	\$395.01

The above compensation will be paid in June for the seniority earned as of June of each year.

Mechanic Years Seniority:

10	.30 per hour
15	.40 per hour
20	.50 per hour

Seniority will begin on date of Board hire.

Section 3: Severance Pay. Upon exit in good standing from the system, for the 2007-10 contract year, an employee who has worked in the transportation unit for a minimum of 10 years and accumulated up to 130 sick days will be paid a severance amount of \$35 per day up to \$4,550.00 for these days. If an employee has accumulated less days than this after 10 years, he/she will receive proportionately less.

Section 4: Holiday Pay.

A. Drivers will be compensated their normal daily pay for the following holidays:

Labor Day, Thanksgiving Day and the day after, December 25, Memorial Day, Good Friday, Martin Luther King Day (If school is held on this day, payment will be made for January 1)
One floating holiday.

B. Fleet Mechanics shall receive payment for the following holidays:

Fourth of July	December 25
Labor Day	New Year's Eve day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
December 24	Memorial Day

If school is in session during Good Friday, employees will receive a day off with pay at a later date in the school year. Fleet Mechanics will receive one additional floating holiday.

Section 5: Fleet mechanics will receive paid vacation for the following years worked starting at the first day worked:

1 - 4 years	10 days
5 - 9 years	16 days (one day to be used in July)
10th and following years	22 days (effective 2005-06 two days to be used in July)

Vacation days should be used during the contract year they are granted. Unused vacation days may be carried over until December 31, of the following calendar year in which they are granted. An extension to carry the vacation days to a later date may be granted to the employee by the Director of Transportation. The mechanics will be allowed a four (4) hours compensatory time from the previous school year to be used by December 31 of that year. Compensatory time shall be reimbursed at the rate it was earned.

Section 6: Extra Training and Schooling Reimbursement: Mechanics will be reimbursed up to \$600/year for schooling, training, books, and supplies for courses that are related to their field.

Section 7: Tool Allowance. Mechanics will be afforded an allowance for tools that equals 3% of their annual mechanic's wage. An amount equal to this will be earmarked in an account for reimbursement for tools purchased by the individual mechanics. Up to 25% of this money may be taken in taxable income by the mechanic. Arrangements for this allowance will be made through the payroll department to the mutual convenience of the parties. Board agrees to pay the deductible in the event of vandalism, fire or theft. The Board is not responsible for any loss due to negligence.

Section 8: Early Retirement Incentive. In the 2000-01 extension of the master agreement between the teachers association and the board of education, the two sides agreed upon language for an early retirement incentive. Said language also applies to the members of the Drivers and Fleet Mechanics Association, as defined in Article I, Section 1. A copy of said incentive is enclosed.

ARTICLE XV - INSURANCE BENEFITS

Section 1: Board-paid insurance premium for 12 months per year are available to drivers as follows: Amounts shown are maximums to be applied to health insurance premium unless otherwise specified.

Drivers employed as of July 31, 1994 will be "grandpersoned" where insurance benefits apply. This means they will receive at least the insurance benefit they received in the 1993-94 school year as long as their runs do not fall below 75% of that number they had in the 1993-94 school year, excluding any voluntary reduction of hours.

For drivers who drive at least five regularly scheduled runs/hours but fewer than 30 regularly scheduled runs/hours per week, the board shall pro rate, an amount based on MESSA Choices II full family coverage, and apply that amount toward MESSA Choices II (equal to Section 4, bullet six) full family, single subscriber or self and spouse (depending on specific driver eligibility)

For drivers who drive at least 30 regularly scheduled runs/hours or hours per week, the Board will provide full health insurance premium costs towards MESSA Choices II, Single subscriber, self and spouse or full family (depending on specific driver eligibility).

Section 2: Any driver with at least twenty runs/hours who qualifies in Section #1 of this article, but who doesn't opt for the health insurance premium payment, may have an amount equal to the MESSA Choices II single subscriber rate placed into a board approved tax sheltered annuity or have same amount applied toward the purchase of other options available on a group basis from MESSA such as vision, dental and life. Or, employee may take said amount in taxable income.

Section 3: For the purposes of insurance qualification in this article, Dutton Christian runs and shuttle runs are counted as regular runs.

Section 4: Insurance for Mechanics

Beginning September 1, 2004, the Board shall provide, without cost to the Bus Mechanic, MESSA Choices II plan A or plan B as described below.

Plan A:

- 100% of the premium costs for MESSA Choices II protection (\$10/20 drug card).
- Long term disability insurance at 66-2/3% with a 90 day waiting period (modified fill, \$5,000 monthly maximum).
- Delta Dental Plan 80%: 80/80/80 \$2,500 and 80: \$3,000.
- Life Insurance \$45,000 with A.D. & D.
- Vision Care Plan VSP 3
- 100% of the premium costs for MESSA Choices II protection with the 10/20 Drug Card will be provided during the 2007-08 school year. The employee will absorb the 10/20 co-pay costs per prescription up to \$500 annually. Each employee will have a guaranteed stop loss by the Caledonia Community Schools District of \$500. Proof of prescription costs of \$10 or \$20 from member fees that exceed the \$500 out of pocket expense by the employee will be obtained by the employee and submitted to the Administration Office for reimbursement. Reimbursement checks will be issued twice per year. The first check will be issued on or prior to June 30 of the calendar year, and the second check will be issued on or prior to December 31 of each calendar year. It will be the responsibility of the employee to submit all reimbursement information to the Administration Office by June 1 and December 1 of each calendar year in order to receive payment. These terms will continue through the expiration of the contract in 2010.

Plan B:

- Long term disability plan – same as Plan A
- Delta Dental Plan – Same as Plan A
- Vision Care Plan – Same as Plan A
- Life Insurance – Same as Plan A

- Equivalent of the MESSA Choices II single subscriber premium to be received as regular income or applied toward any of the MESSA variable options or any of the Board approved annuities.

<p style="text-align: center;">ARTICLE XVI - VACANCIES, PROMOTIONS, TRANSFERS, LAYOFFS AND RECALL</p>
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Section 1: Notices of vacancies shall be posted on the bulletin board in the bus garage. No vacancy shall be permanently filled by the Director of Transportation until it has been posted for at least three (3) working days. It will be the responsibility of seniority drivers to check the bulletin board from time to time and within the three-day posting period to note what runs might be available. Any driver interested in a posted run must put his/her request for that run in writing. It is the responsibility of a driver on leave to check posted vacancies, with exception of summer, when the administration will notify the Association president.

Section 2: Vacancies-In the event a vacancy occurs during the school year, the position shall be posted. Drivers may apply for the position and it will be filled with respect to seniority. However, in no case will there be more than two postings, i.e., if run "A" becomes available and a current seniority driver opts for it, he/she will be placed on run "A". His/her former run "B" will then be posted and the same procedure will apply. Run "B" will be the last one posted. Any runs thereafter that are opened as a result of the original vacancy, the Director of Transportation will make available to a bargaining unit member based on seniority (as long as said person would make more money) prior to hiring a new driver. It is expressly understood that this provision applies only to vacancies that occur after the opening of school and prior to March 1, of the same school year. No seniority driver will be transferred involuntarily to a vacant position.

Section 3: In circumstances of layoffs and recalls relating to bus driving positions and Fleet Mechanics, the seniority of employees within the transportation group will be the sole consideration. When it becomes necessary to reduce the working force, the last person hired will be the first person laid off and when the force is again increased, the persons are to be returned to the work force in inverse order to the layoff, employees shall retain such recall rights for a period of four (4) years after layoff.

Section 4: It is not the intent of the Board of Education to "surprise" employees with notices of layoff. The Association understands that unforeseen circumstances may cause layoff notices to be delivered with less warning than the Board would actually like to give.

Section 5: Notices of recall shall be sent by mail with a copy to the Association. A recalled employee shall have ten (10) working days to return to work or shall lose his/her recall rights. An employee shall not be required to accept any position which is at a rate of less than 80% of the compensation of his/her position.

ARTICLE XVIII - DURATION

This agreement shall be in effect from 1 July 2007 through 30 June 2010.

For the Board

Robert Bergy -President

Carol Nelson-Purkey
Assistant Superintendent

Judy Truer
Director of Transportation

Date

For the Association

Lisa Lotterman - President

Tonya Karpinski
KCEA/MEA/NEA Representative

Date

APPENDIX A

Part 1:

Driver is responsible for the Following:

- a. Cleaning his/her own bus on the inside and all driving windows at least weekly, or as is necessary.
- b. Fueling his/her own bus, driver will remain where he/she can see the fill hose and will record fuel used.
- c. Reporting all needs of maintenance and all accidents in writing. This is to be done by the end of the driver's work day.
- d. Completing all reports, maps, lists, etc. required by the administration for his/her own bus and in a manner and time prescribed by the Director of Transportation.
- e. Conducting three (3) fire drills during the school year and record information on the form provided.
- f. Maintaining order and discipline on the bus, and aiding in loading of pupils at schools. Filling out discipline slips as required by the Director of Transportation. Maps and student lists must be completed by the first Friday of school unless the date is changed by the Director of Transportation. The Association will be provided with at least five (5) working days notice of any change.
- g. Discipline: It shall be handled by the bus driver whenever possible. Problems that cannot be handled by the driver should be turned over to the appropriate principal for further action. Under no circumstances are students to be denied transportation without approval from appropriate administrator.
- h. Seeing that the bus is properly warmed up before starting on a trip. Each driver shall arrive in time to warm up his/her bus.
- i. Conducting pre-trip inspections of vehicle on all items as are listed on form as required by the state.
- j. Proper completion of a time card and absence form (if necessary) every two (2) weeks.

Part 2:

The following are considered standard procedures and/or practices:

- a. Driver shall not leave the bus with motor running or keys in the bus unattended except for warm ups. Warm ups are not to exceed what is reasonable for the particular bus being used and at NO time are keys to be left on an unattended bus (ignition or other), while students are in the area, except for the bus parking lot.
- b. Driver shall not open door until the bus has stopped or have the door open while the bus is moving.
- c. Driver shall see that the pupils are seated and the door is closed before putting the bus into motion.
- d. In the event of an emergency or a breakdown the driver shall not leave the bus unattended. He/she should use the two-way radio or send a responsible student for help.
- e. Driver shall wear seat belt while bus is in motion.
- f. Driver shall remove students from the bus when filling the fuel tank.
- g. Driver shall require students to pass in front of a bus after

discharging from the bus if they cross the road.

h. Driver shall not change location of stops or route unless approved by the director (and there is assurance that all parents know in advance of the change) or in the instance of an emergency condition.

i. Driver shall inform the director or designee in ample time if unable to make his or her regular run or a special assignment.

j. Driver shall attend all bus meetings, unless excused by the director.

k. The driver will attempt to learn the names of all students on their bus during the first two (2) weeks of school.

l. Each driver will fill out an index card at the beginning of each school year showing the first few stops on each run and the pickup times. This is for the purpose of assisting substitute drivers.

m. Each driver is to check his or her mailbox daily.

n. Informing the Director of Transportation or his agent in advance of all absences.

o. Observing all traffic laws and regulations pertaining to the use of a school bus.

p. Adherence to all Board policies and reasonable directives from the Director of Transportation.

APPENDIX B - EXTRA TRIPS

PROCEDURES:

If a driver is issued a trip and later finds he/she cannot run it, he/she should allow as much time as possible to find a replacement. 48 hours is enough time to accomplish this.

Trips are awarded by rotation. The dates may vary on the trip slips, but seniority will be what's rotated, not the dates. Sports trips, etc. are set up at the start of the school year, and other trips come in later. This causes some confusion in what slip, with what date, came first. Allowances must be made for last minute trips as a week's notice is not always given. Once a driver accepts a trip, he/she may not accept another trip for the same day if the two conflict.

All Runs Requiring First and Second Subs

All runs requiring first and second substitutes are committed to run their run if they are needed. If the first substitute has an extra trip scheduled and is needed to run his/her run, the second substitute for that run will be called. If the second substitute isn't available and a seniority driver isn't available, then it goes to a substitute driver. If the substitute driver isn't available and the first or second substitute can't because of an extra trip, then the first substitute must give up the trip and do the run. In this case, the driver who gave up the trip will be in line for the next available trip.

There will be 4 trip lists posted on the board:

1. Saturday trips - Rotation
2. Emergency trips - Rotation
3. Night trips - Rotation

4. Early Trips - Rotation

Overnight Trips: Any hours over eight when you are driving, asked to remain at the drop off or pick up point or are responsible for passengers must be documented on the back side of the time card for payment. No pay for sleeping time (i.e. 11:00 PM to 7:00 AM).

Night or No Run Conflict Trips. An early trip is a trip that conflicts with an existing run. In selecting an early trip, a driver understands that, due to the unpredictability of the length of such trips, there may be a loss of pay over his/her regular run. Once selected, the driver is obligated to complete the trip. A driver wishing to be on all the trip lists must sign all of them. If a driver feels he/she isn't going to take many trips in a given category, he/she should keep that in mind when he/she is signing up for the trips. Reassigning extra trips causes unnecessary delay and frustration for the person assigning the trips, the driver and fellow drivers.

If an extra trip is canceled, the driver will be in line for the next available trip. This only applies to night and Saturday trips.

APPENDIX C - VANS

1. It is not the Board's intention to make major changes in the utilization of our school buses nor the services of the members of the transportation unit.
2. We intend to use the eight (8) passenger vans no differently then we did the fifteen (15) passenger vans.
 - A. Vans will be used to transport students only if the driver is properly licensed.
 - B. If members of a team or group number more than 16 and they need to be transported for arrival and departure at one time, they will schedule a bus and use a member of the transportation unit for such purposes. No more than two (2) vans will be allowed to transport students to a destination.
 - C. Will operate by entity, a team has a coach as an example. Boys Cross Country and Girls Cross Country are separate entities.
 - D. It is not the intention of the Board of Education to avert the usage of the transportation unit members. We feel that numbers above 16 need the use of vehicles other than vans, as well as trained drivers who drive such vehicles on a regular basis.

Caledonia Community Schools

EARLY RETIREMENT INCENTIVE PLAN

Any employee may receive early retirement under the following conditions:

1. Must notify the Board of their intentions with a letter of resignation by March 1, of the school year preceding retirement. Should extenuating circumstances arise in the lives of those employees eligible for retirement, such as, personal illness, illness in immediate family members or other reason that would cause the employee to seek retirement, this notification date will not prevent them from gaining compensation under this Section. Exceptions not mentioned will be considered by mutual agreement of both parties.
2. This clause would be limited to those employees who are eligible for retirement under the Michigan Public School Employees Retirement System. Payment will be made on presentation of proof from the State Retirement Office.
3. Employees would receive stipends as follows:
 - 10 – 14 years of service \$2500.00
 - 15 – 19 years of service \$3500.00
 - 20 – 24 years of service \$5000.00
 - 25 – 29 years of service \$1750.00
 - 30 years of service \$1250.00
 - 31 or more years of service – no benefit available.
4. The Board shall offer an early retirement incentive for eligible employees through the purchase of universal buy-in credit. The incentive shall be in effect beginning with the signing of this agreement and concluding at the termination of the agreement. The retirement incentive shall be offered in accordance with the following provisions:
 - a. The decision to participate in the Early Retirement Incentive Plan is expressly voluntary on the part of the employee.
 - b. The employee must have served the Caledonia Community Schools at least fifteen (15) consecutive years (excluding approved leaves and layoffs) and actually retire with full benefits under the terms of the Michigan Public School Employees Retirement System.

c. The employee must make application for retirement and provide a written statement of resignation of their position to the Board by March 1, of the school year preceding retirement. The statement of resignation will indicate that the resignation is for the purpose of retirement and state the effective date of resignation as the end of a first or second semester.

d. The Board agrees to purchase, on the employee's behalf, universal buy-in credit for retirement as follows:

1st year 90% of MPERS Actuarial Cost

2nd year 80% of MPERS Actuarial Cost

3rd year 70% of MPERS Actuarial Cost

4th year 60% of MPERS Actuarial Cost

5th year 50% of MPERS Actuarial Cost

Note: It is understood that if an employee has 25 years of service and needs to buy five, he/she will receive 50% of the total dollars it would cost to purchase the five years. Similarly if he/she had 27 years and needed to purchase 3 years, he/she would receive 70% of the total dollars to purchase three years.

e. The Board agrees to pay any other severance pay to which the employee may be entitled. The purchase of universal buy-in credit shall not provide more than thirty (30) years total service credit, nor shall the Board contribution exceed a maximum of five (5) years of universal buy-in credit.

f. The employee, through requesting Board purchase of universal buy - in credit, agrees that such purchase shall serve as satisfaction/waiver of any other claim for compensation (e.g., unemployment compensation, etc.) against the Caledonia Community Schools.

g. The employee also agrees to waive, in writing, any and all rights and claims against the Board arising under the Age Discrimination in Employment Act. The employee is advised to consult with an attorney before signing the Agreement, and will be given sufficient time to decide whether to sign. The employee will have seven days to revoke a signed waiver.

ARTICLE XVIII - DURATION

This contract, including the agreed upon wage reopener terms listed below, will become effective upon ratification by the parties and shall remain in full force and effect until June 30, 2012. It shall not be extended orally or in writing except by the mutual written consent of both parties.

2009-10

- >Wage Freeze on Base
- >2.0% Off Schedule Pay (in 2 payments Dec. 31/June 30, on current year's wage earnings based on individual assignments)

2010-11

- >Contract Extension
- >Eliminate MESSA Product Choice
- >1.0% Off Schedule Pay (in 2 payments Dec. 31/June 30, on current year's wage earnings based on individual assignments)
- >1.0% On Base

2011-12

- >Contract Extension
- >Wage Re-Opener

IN WITNESS WHEREOF, the parties hereto have executed this agreement, on

Thursday of September 3, 2009

FOR THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF CALEDONIA:

Ken Yonker 8-10-09
Ken Yonker - President Date

Brad Engelberg 8-10-09
Brad Engelberg - Secretary Date

Carol Nelson-Purkey
Carol Nelson-Purkey Date
Assistant Superintendent

FOR THE C.E.A., K.C.E.A., M.E.A., N.E.A.:

Gene Benting 9/21/09
Gene Benting Date
President

Tonya Karpinski 9/21/09
Tonya Karpinski (K.C.E.A.) Date