

# MASTER AGREEMENT

BETWEEN

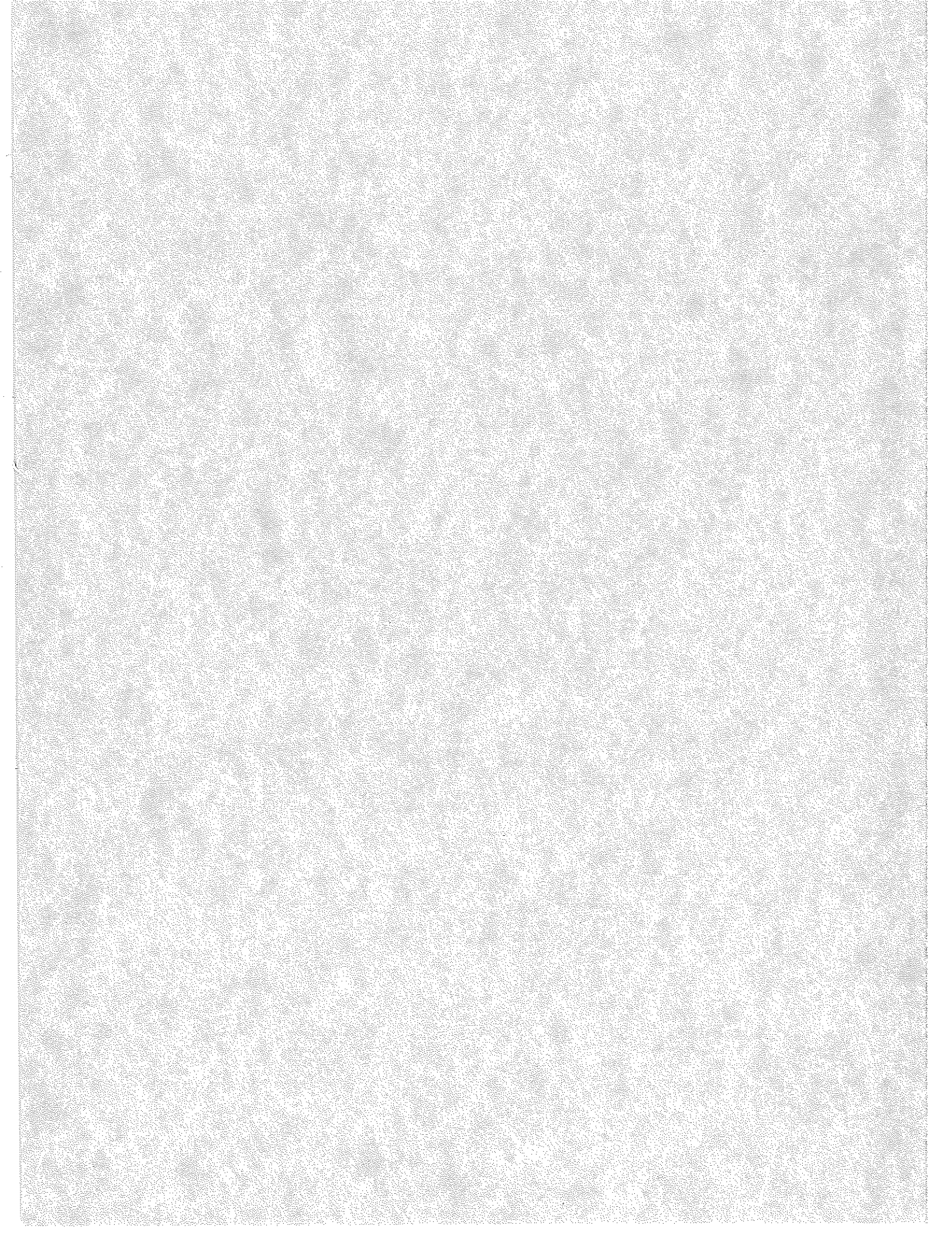
FOREST HILLS PUBLIC SCHOOLS  
BOARD OF EDUCATION

AND

FOREST HILLS BUS DRIVERS  
ASSOCIATION

JULY 1, 2008 – JUNE 30, 2011

Daniel Behm, Superintendent  
Forest Hills Public Schools  
6590 Cascade Road, S.E.  
Grand Rapids, MI 49546



## TABLE OF CONTENTS

	<u>Page(s)</u>
1. Agreement	1
2. Article I: Recognition	2
3. Article II: New Drivers and Association Membership	2-3
4. Article III: Definitions	3-4
5. Article IV: Employment Conditions	4
6. Article V: Seniority	4-5
7. Article VI: Leaves of Absences – Paid/Unpaid	6-10
a. Paid Leaves	
1) Sick Leaves	6-7
2) Family Medical Leave Act (FMLA)	7-8
3) Bereavement Leave	8
4) Personal Business Leave	8-9
5) Workers' Compensation	9
b. Unpaid Leaves	9-10
c. Requests for Leave	10
8. Article VII: Vacation	10-11
9. Article VIII: Holidays	11-12
10. Article IX: Route Selection	12-14
a. Route Selection	12
b. Summer Routes	12
c. New or Vacant Routes	13
1) Regular Routes	13
d. Split Routes	13
e. Shuttles	13
f. Modifying Routes	13-14
g. Exchanging Routes	14

	<u>Page(s)</u>
11. Article X: Layoff and Recall Procedures	14-15
a. Layoff	14
b. Recalls	15
12. Article XI: Evaluations	15
13. Article XII: Grievance Procedures	16-18
a. Definition of Grievance	16
b. Timelines	16
c. Level One	16-17
d. Level Two	17
e. Level Three	17
14. Article XIII: Wages and Compensation	18-22
a. Wages	18
b. Longevity	18
c. Requirements of Job	18
d. Overtime	18
e. Emergency Work	18
f. Breakdown or Accident	19
g. Jury Duty	19
h. Court Summons/Subpoena (Witness)	19
i. School Closings	19
j. Early/Emergency Dismissal	19
k. Delay Day or Cancellation of School	19
l. Familiarizing Drivers with New Routes	20
m. Bus Driver Responsibilities	20
n. Sick Leave Pay Off at Resignation	21
o. Bonus for Proposing Cost Saving Ideas to District	21
p. Reimbursement for CDL's	21
q. Scheduled Days Off	21
r. Association Representation of Fellow Employee	21
s. Pay for Physicals	21
t. In-Service Training	22
15. Article XIV: Fringe Benefits	22-25
a. Health Insurance	22-23
b. Dental/Vision Plans	23
c. Open Enrollment Period	23
d. Cash in Lieu of Medical Benefits	23
e. Annuity Payment Option	24
f. Life Insurance	24

	<b><u>Page(s)</u></b>
g. Hold Harmless	24
h. Workers' Compensation Insurance	24
i. Long-Term Disability	24
j. Flexible Spending Accounts	24-25
k. Prescription Drug Co-Pay Reimbursement	25
16. Article XV: Trips	25-26
a. Trips	25
b. Canceled Trips	26
c. Overnight Trips	26
d. Trip Times	26
f. Posted Time Pay	27
17. Article XVI: Association Rights	27
18. Article XVII: Board Rights	27
19. Article XVIII: Closure Agreement	28
20. Article XIX: Duration	29

## **AGREEMENT**

This Agreement is entered into this first day of July, 2008, by the Board of Education of the Forest Hills School District, Kent County, Michigan, hereinafter called the "Board" and the Forest Hills Bus Drivers Association, hereinafter called the "Association" and shall be extended to June 30, 2011.

This Agreement constitutes, in written form, the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment and other conditions of employment, which shall prevail during the term of this Agreement. It supersedes all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the Board and the Association. It is further understood and agreed that only the Superintendent or designee may issue policies concerning wages, hours and working conditions which are binding on the Board and then only if in writing and signed by the issuer. This contract is subject to amendment, alterations or additions only by a subsequent written agreement between and executed by the Association and the Board. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Board shall deal with all matters not expressly covered by this contract through exercise of its management rights without prior negotiations during the life of this Agreement.

Upon written notice by the Association on or before February 1 of the last effective year of this Agreement, renegotiations of the Agreement may commence.

Adopted by the Board: 5/12/08

**ARTICLE I**  
**RECOGNITION**

The Board hereby recognizes the Association as the exclusive bargaining representative for all bus drivers, but excluding substitute drivers, mechanics, garage employees and all other employees within the transportation department. The term "driver", when used hereinafter in this Agreement shall refer to all drivers represented by the Association as above defined.

**ARTICLE II**  
**NEW DRIVERS AND ASSOCIATION MEMBERSHIP**

**A. Probationary Employee**

At each time of hire, a driver will be considered a probationary employee for thirty (30) work days. Benefits will start to accumulate after a successful completion of the probationary period. The responsibility to sign up for benefits rests with the eligible employee.

**B. Agency Shop**

1. All present employees covered by this Agreement shall be required to pay Association dues or a service fee as permitted by law (prior year) to the Association. Employees who had previously paid the amount of association dues to the Forest Hills Education Foundation will be permitted to continue paying the amount of the service fee as allowed by law to the Forest Hills Education Foundation.
2. All employees hired hereinafter shall be required, as a condition of employment and upon completion of their probationary period, to join the Association or pay a service fee.
3. Any service fee made under this section shall be set at the amount of an Employee's fair share of costs attributable to negotiating and administering the terms of this Agreement, pursuant to the Association's "Policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to the policy. The service fee shall not exceed the amount of association dues collected from association members and may be paid to the Association. In the event that the employee shall not pay such service fee directly to the Association, or authorize payroll deduction, the employer shall, pursuant to MCLA 408.477;MSA 17.277(7) and at the request

of the Association, deduct the service fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts. The Association treasurer shall provide the Board an accurate list of Association members and the amount of dues that are to be deducted. This list will be submitted within ten (10) work days after the first day of school. The name and amount of the deduction of any new member shall be provided to the Board within five (5) work days from the date of hire.

### ARTICLE III

#### DEFINITIONS

- A. Full Time Driver: Any driver that drives an assigned route
- B. Regular Wage: Drivers compensation
- C. Premiums: Rates in addition to regular wage
- D. Trip Pay: Compensation paid for trips
- E. Standby Time: Mandatory time drivers are being held for potential nonscheduled duties
- F. Designated Pay Period: The pay period will be concurrent and consist of a Board designated and posted fourteen (14) day period.
- G. Shuttle: Transportation of students for instructional purposes. This shall include but not be limited to transportation of students between facilities and/or home.
- H. Run: Transportation of an identifiable group (i.e. high school, middle school, 5/6, elementary, environmental) of students between home and school.
- I. Route: Driver's daily assignment (i.e., a.m. and p.m. high school and elementary, 5/6 run, environmental, Routes may also consist of single runs.)
- J. Trips: Transportation of students for extra-curricular activities for educational purposes on a non-continuous basis. This shall include field trips.



- K. Regular School Year: As defined by the board approved district calendar

#### **ARTICLE IV**

#### **EMPLOYMENT CONDITIONS**

##### **Vacancies**

A vacancy shall be considered to be an open position created by retirement, resignation, termination or a newly created position in the department. If in the determination of the board, it is to be filled, it will be posted within sixty (60) work days of the opening. All vacancies will be posted in a conspicuous place in each building of the district at least five (5) work days before the vacancy is advertised publically or filled permanently. The postings shall contain the work location and the hours expected to be worked. A job description will be made available upon request. A copy of all Transportation postings shall be forwarded to the Association's president. Route selection and the filling of a new or vacated route shall follow a different procedure, covered elsewhere in this agreement.

#### **ARTICLE V**

#### **SENIORITY**

- A. Seniority shall be defined as the length of continuous service as a driver for the Forest Hills Public Schools. There shall be a seniority list maintained by the Board establishing the effective date of the employee's most recent date of employment on a regular basis. Anyone having the same date of hire on the seniority list is given seniority according to date of application.
- B. The Association shall be provided by the Board a complete seniority list by April 1. This seniority list shall be mutually approved by the Association and Board.

C. **Seniority While on Leave:**

1. Workers' Compensation: Retain Seniority  
Accrue Seniority
2. FMLA: Retain Seniority  
Accrue Seniority
3. Unpaid Leave of Absence: Retain Seniority  
Not Accrue Seniority
4. Sick Leave: Retain Seniority  
Accrue Seniority
5. Military Leave: Retain Seniority  
Accrue Seniority

D. If a driver returns from a leave within six (6) months, he/she shall return to his/her previous route assignment.

E. Frequent absences, resignations or discharge for failure to report to work upon termination of a leave of absence or layoff shall be reason to terminate full time status and seniority.

F. A seniority list will be posted by April 1 of each school year by the Supervisor of Transportation. This list will be posted for thirty (30) calendar days. If a driver believes there is an error in the list, it is the driver's responsibility to notify the Supervisor of Transportation or trustee of the Association, in writing, during this time period or this list will be held to be accurate and will be used for route selection and other seniority related issues in this Agreement.

G. In the event there are more regular drivers than routes at route selection, the displaced driver shall be held harmless and shall be considered same as a regular driver and shall be assigned the first available route. This would include those regular drivers returning from a disability leave or displaced because of layoff.

## ARTICLE VI

### LEAVES OF ABSENCES – PAID/UNPAID

#### A. PAID LEAVES

##### 1. Sick Leaves:

- a. Summer route drivers who drive during the summer for a minimum of four (4) weeks, shall have one (1) additional sick day at the minimum of three (3) hours up to actual driving time, added to his/her bank after summer route selection.
- b. Full time drivers shall be granted six (6) sick days in advance at the beginning of each school year based on his/her regular route assignment, or a minimum of six (6) hours per day.
- c. Personal illness or disability of the driver and any medical procedure of said driver are covered by sick leave policy. Notification of such should be made to the Supervisor of Transportation or designee between 5:15 a.m. and 5:30 a.m. to receive sick pay compensation. A two (2) hour sick leave notification should be made for other runs that must be covered in a day. If an emergency occurs, the two (2) hour notification requirement can be waived by the Supervisor of Transportation.
- d. At the discretion of the Supervisor of Transportation, a physician's statement may be required to determine whether an employee is physically able to return to his/her duties.
- e. The parties agree that yearly excessive usage of days; five (5) or more may be questioned by the Supervisor of Transportation and may be reflected on an evaluation conducted within three (3) work days, upon returning to work and/or a loss of wages if unwarranted usage is found.
- e. Sick time may be used for personal leave requests, however, personal time cannot be used for sick time.
- f. Forest Hills School District employees may contribute sick leave hours to any employee covered by this agreement who has exhausted his/her accumulated sick leave hours as approved by the Assistant

Superintendent of Human Resources. For purposes of this section only, all hours contributed shall be equal as far as rate of compensation. Contribution of sick leave hours shall be subject to the following conditions:

1. If the employee has exhausted his/her sick leave bank prior to the contribution being made, he/she will be compensated for any unpaid hours upon receipt of contributed hours.
  2. Contributed sick leave hours are for the specific intended employee absence. Contributed hours will not be banked to be used in the future by the same person.
  3. Contributed hours not used by employee shall not be deducted from the contributor's sick leave bank.
  4. Contribution of sick leave time is not intended to be used for short-term, intermittent illnesses.
- g. In any given school year, accumulation of six (6) months of sick leave will result in the route being posted. If a driver returns from a leave prior to six (6) months, the employee shall be reinstated to his/her regular route. Beyond a total of six (6) months of such leave in a single school year, a driving position will be kept available for the driver.

He/she will have the right to bid for a similar position by seniority for the next school year. A driver in this category shall be given preference to substitute, at his/her regular rate.

- h. Drivers with a minimum of two-hundred hours of accumulated sick time in their sick banks as of June 30 of the previous school year, have the option to sell up to thirty (30) hours of their accumulated sick hours the next school year. It is further understood that the decision by the driver to "cash-in" sick hours, up to thirty (30) hours, is irrevocable. It is the responsibility of the employee to submit the required documentation to the Human Resources office no later than August 15 for the upcoming school year. The issuance of payment to the drivers shall be no later than May 30.

2. **Family Medical Leave Act (FMLA)**

The Federal law mandates employers to continue health benefits for a serious personal or family health condition up to twelve (12) calendar weeks for qualified employees as specified under the Family and Medical Leave Act of 1993. Pursuant to this law, employees are eligible if they have worked at least 1,250 hours in the previous fiscal year. Sick leave will be paid only for the personal illness of the employee or immediate family member as specified:

- a. FMLA allows for a total of twelve (12) weeks for the continuation of insurance coverage. In order for an eligible employee to receive compensation during an FMLA leave, the employee must exhaust all accumulated banks throughout the twelve (12) weeks as specified under the Family and Medical Leave Act (FMLA) of 1993. Health benefits will continue for eligible employees for up to twelve (12) work weeks during the fiscal year for the birth or care of a child, the adoption of a child, or a child in which employee is legal guardian, the care of a spouse, son, daughter, parent, or for a serious health condition or the serious health condition of the employee.
- b. Requests for leave for a serious health condition of an employee or to care for a member of the employee's immediate family (as specified in a. above) who has a serious health condition, will require medical certification after three (3) consecutive days of absence as mandated under the Family and Medical Leave Act (FMLA) of 1993.
- c. The Board and Association agree that the employer has the right to develop, approve and implement policies that comply with the Family and Medical Leave Act of 1993.

3. **Bereavement Leave:**

- a. Employees may have up to one (1) day paid leave, if he/she has exhausted their sick bank, to attend a funeral. Absence for a funeral requires prior approval.
- b. Employees may have up to three (3) days paid leave, if he/she has exhausted their sick bank, for a death in the immediate family. More time may be granted at the discretion of the Supervisor of Transportation's recommendation to the Assistant Superintendent of Human Resources.
- c. Immediate family is spouse, child, child in which employee has legal guardianship, parent, or immediate family of spouse or self.

4. **Personal Business Leave:**

a. **School Year Drivers**

Six (6) personal leave days will be granted at the beginning of each school year for business that cannot be conducted outside the normal working hours based on his/her regular route assignment, or a minimum of six (6) hours. Requests for personal business leave must be on the proper form and submitted to the Supervisor of Transportation three (3) work days in advance. Personal leave days may not be used for sick time. -8-

b. **Summer Route Drivers**

Drivers who drive during the summer for a minimum of four (4) weeks and at a minimum of three (3) hours per day, shall have one (1) additional personal business day at the minimum of three (3) hours up to actual driving time, added to his/her bank after summer route selection.

c. **Unused Personal Leave**

One remaining unused personal day, up to eight (8) hours, may be carried over to the personal bank and remaining unused personal time will be rolled over to the sick bank the following school year. The Supervisor of Transportation has the discretion to permit the transfer of sick time for personal use upon receiving a written request from the bus driver.

d. **Granting Personal Days**

Personal days are provided to employees in advance of earning them each school year. It is understood that if an employee takes an extended leave, resigns or retires prior to the end of the employee's last scheduled work day of the school year, the employee's banks will be prorated accordingly.

5. **Workers' Compensation**

In the event a driver is unable to drive as a result of personal injury covered by Workers' Compensation and it is determined that he/she may return within six (6) months, his/her route shall be held open and he/she will be reinstated to that position upon return. If at any time it is determined that the leave will exceed six (6) months, the route may be posted prior to the six (6) months described above. Beyond a total of six (6) months, a driving position will be kept available. He/she will have the right to bid for a similar position by seniority for the next school year. A driver in this category shall be given preference to substitute, at his/her regular rate.

B. **Unpaid Leaves:**

1. Upon written request, a driver may ask for an unpaid leave using the following guidelines:
  - a. Such leaves will be limited to sixty (60) work days and not encompass more than one (1) school year without prior authorization from the Supervisor of Transportation.
  - b. Such leaves will be approved by the Assistant Superintendent of Human Resources, in writing, prior to the start of the leave.

- c. If a driver returns from an approved leave within sixty (60) work days, his/her route will be reassigned to him/her, providing it still exists.
- d. One additional consecutive sixty (60) work day leave may be requested, but the driver's route will be put up for bid. Upon return, the driver may bid on another route when one is posted or bid on a route during route selection for the next year. A driver in this category shall be given preference to substitute at his/her regular rate of pay.

2. Requests for Leave:

- a. A driver cannot ask for a leave of absence for only a portion of his/her daily route assignment unless his/her request is related to a medical situation, or to take another position within the Forest Hills Public Schools, and is approved by the Assistant Superintendent of Human Resources.
- b. No leaves will be granted or approved so the driver can accept another work position outside of the Forest Hills Public Schools.

## ARTICLE VII

### VACATION

- A. Two (2) paid vacation days per year will be granted to be used at the discretion of the driver.
- B. Five (5) additional days of vacation pay equal to a minimum of six (6) hours per day, if the employee has made a continual effort to acquire at least six (6) hours of work within the district, not to exceed eight (8) hours per day, will be granted for all drivers who have one (1) year of seniority. Five (5) days of vacation equal to the driver's regularly scheduled assigned hours driven will be granted for those employees who opt out of the six (6) hour guarantee.
- C. Five (5) additional days of vacation pay equal to a minimum of six (6) hours per day of vacation pay, if the employee has made a continual effort to acquire at least six (6) hours of work within the district, not to exceed eight (8) hours per day, will be granted for all drivers who have three (3) years seniority. Five (5) days of vacation pay equal to the driver's regularly scheduled assigned hours driven will be granted for those employees who opt out of the six (6) hour guarantee, or who has not made a continual effort to acquire at least six (6) hours of work within the district.

- D. Five (5) additional days of vacation pay equal to a minimum of six (6) hours per day of vacation pay, if the employee has made a continual effort to acquire at least six (6) hours of work within the district, not to exceed eight (8) hours per day, will be granted for all drivers who have six (6) years of seniority. Five (5) days of vacation pay equal to the driver's regularly scheduled assigned hours driven will be granted for those employees who opt out of the six (6) hour guarantee, or who has not made a continual effort to acquire at least six (6) hours of work within the district.
- E. One (1) additional day of vacation pay equal to a minimum of six (6) hours per day of vacation pay, if the employee has made a continual effort to acquire at least six (6) hours of work within the district, not to exceed eight (8) hours per day, will be granted for all drivers who have nine (9) years of seniority. One (1) additional day of vacation pay equal to the driver's regularly scheduled assigned hours driven will be granted for those drivers who opt out of the six (6) hour guarantee, or who has not made a continual effort to acquire at least six (6) hours of work within the district.
- F. The actual days must be approved by the Supervisor of Transportation and taken during periods of non-scheduled driving to avoid the need for substitutes.
- G. Vacation banks are provided to the employees at the beginning of each year prior to the employee earning them. It is understood that if an employee takes an extended leave, resigns or retires prior to the employee's last scheduled work day for the school year, his/her vacation bank will be prorated accordingly.

## **ARTICLE VIII**

### **HOLIDAYS**

- A. All route drivers will be paid at their regular wage plus premiums if they work the last regularly scheduled work day preceding the holiday or the first regularly scheduled work day after the holiday unless processed as specified in B. below. These employees then qualify for the following paid holidays:

- Labor Day
- Thanksgiving Day and Day After
- Christmas Day
- New Year's Day
- Good Friday (if scheduled as a non-attendance day on the school calendar)
- Memorial Day
- Independence Day (July 4) for summer drivers



- B. Drivers may request in writing to the Supervisor of Transportation no later than two (2) weeks in advance of their request to utilize a vacation or personal day for the last regularly scheduled work day preceding or the first regularly scheduled work day after a holiday. Such leaves will be approved by the Supervisor of Transportation based on the availability of substitute drivers. If more than two (2) requests are made for the same time period, it will be assigned by seniority. These absences are not to exceed two (2) consecutive years within the same holiday by the same driver unless time is available.
- C. If an employee is on approved sick leave, he/she will qualify for the holiday pay.
- D. Holiday pay will be based on driver's route time, a minimum of six (6) hours, not to exceed eight (8) hours. Drivers who opt out of the six (6) hour guarantee will receive holiday pay equal to the driver's regularly assigned hours driven weekly.

## **ARTICLE IX**

### **ROUTE SELECTION**

- A. **Route Selection**  
Each year, all routes will be selected by seniority on the third Monday in August. The Supervisor of Transportation or designee will publish all regular education routes for ten (10) days prior to the selection day and will mail a copy of the route to all drivers ten (10) calendar days prior to route selection. All available shuttle data will also be included. Students requiring aides or special consideration will be noted on the route at the time of route selection. In the event a situation occurs which is beyond the control of the Supervisor of Transportation, prohibiting the publishing and notification ten (10) days prior to route selection, it will be the responsibility of the Supervisor of Transportation to contact the Association Board. Any driver desiring to pick up route selection data from the Transportation Office, is responsible for contacting the Supervisor of Transportation prior to ten (10) days before route selection.
- B. **Summer Routes**  
All summer routes will be selected by seniority, before the last scheduled school day in June and will be published not less than three (3) days prior to the selection day. Alternate positions will be posted and selected at the same time.

C. **New or Vacant Routes**

Whenever additional routes are added or mid-year vacancies occur, the route assignment will be posted by the Supervisor of Transportation for a period of three (3) days. Seniority rights for the new position shall be based upon the following order:

**Regular Routes** – Whenever additional routes are added or mid-year vacancies occur, drivers from the master seniority list, highest to lowest, may select the route, but not to exceed more than three (3) postings. The Supervisor of Transportation will then offer the fourth (4<sup>th</sup>) vacated route to the drivers of single run routes only according to seniority. The vacated single run route will then be posted and the three (3) posting procedures as stated above will be followed. Only after these procedures have taken place will a route be offered to a substitute driver. Any vacancy must be filled within ten (10) work days.

D. **Split Routes**

If a route is split, the assigned driver of the original route will have first right of selection of the resulting routes.

E. **Shuttles**

All known shuttles will be posted separately from the routes and selected at the same time as the routes, by seniority, as has been done in the past. All shuttles will be mailed out in the packet with routes to the drivers ten (10) days prior to the selection day. All new shuttles will be posted for a period of three (3) days and be given to highest seniority drivers who signed up for the posting.

If a shuttle cannot be driven on time by a driver after one (1) week of continuous driving, it goes to the next highest seniority person who signed for it on that posting. Shuttles are not guaranteed.

F. **Modifying Routes**

Once a driver has received his/her route and the time of the route is established, the route may be changed as follows:

1. If the route is increased in time by five (5) minutes or more, the driver will be paid for the increased time.
2. If the route is reduced by more than ten (10) minutes, the time will be reduced by only the time that exceeds the ten (10) minutes.

3. If the time for a shuttle/route is changed, the driver will have the following options:
  - a. Keep the shuttle/route if he/she can make the time and the new item does not conflict with his/her existing assignment(s) or puts driver into overtime.
  - b. Keep the shuttle/route and give up the conflicting work.

G. Exchanging Routes

In general, drivers may not exchange routes. However, in certain extenuating circumstances, it may be beneficial for drivers and students alike to have two drivers exchange routes. This would be allowed under the following conditions:

1. The Supervisor of Transportation approves the exchange.
2. Two (2) drivers concur with the exchange.
3. The executive board of the association deems the exchange to be in the best interest of all parties and supports the exchange.
4. The driver giving up the longer route loses no time, and the driver accepting the longer route is compensated for all the time.

The exchange process may be initiated by the Supervisor of Transportation or a driver.

## ARTICLE X

### LAYOFF AND RECALL PROCEDURES

A. Layoff

1. If layoffs are required, employees shall be laid off in reverse order of seniority (lowest to highest).
2. Employees shall be given a minimum of ten (10) days written notice prior to a layoff via certified mail to the employee's last known address. A change in work schedule does not constitute a layoff.
3. All banks shall be frozen at the time of layoff and shall resume immediately upon recall.

B.

**Recalls**

Recalls shall be in the reverse order of layoffs (highest to lowest). Drivers will be notified by certified mail, to the employee's last known address, at least five (5) days prior to the date they are expected to return to work. Failure to report to work within ten (10) work days of stated return date will terminate employment along with all privileges of this Agreement.

If drivers are not recalled within one (1) year from layoff, all banks shall be paid off per the Bus Driver contract agreement.

ARTICLE XI

EVALUATIONS

- A. All non-probationary employees will receive a formal evaluation once every three (3) years by the Supervisor of Transportation. All new route drivers will receive an evaluation at the end of their thirty (30) work day probationary period. A rotation schedule for evaluation has been developed. Evaluations may include driving record, pre-trip review, attendance, driving route, etc. The employee will receive a copy of the evaluation by May 30 of the year in which he/she is to be evaluated. Employees may be evaluated more frequently at the discretion of the administration.
- B. Any correspondence which becomes part of the driver's personnel file will be shared with the driver and, if requested, a trustee of the Association and signed by the driver before it is placed in his/her file. The driver's signature shall not be construed to indicate concurrence, but rather only that they have been made aware of the document's existence.

## ARTICLE XII

### GRIEVANCE PROCEDURES

It is the intent that all issues be resolved as soon and as simply as possible. Any bus driver or group of drivers believing there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board regarding wages, hours, terms or conditions of employment, may informally try to resolve the grievance through the problem-solving process with the administration. Disciplinary action must be handled within five (5) business days of occurrence or is considered null and void. Both parties mutually agreed to extend the five (5) business days when extenuating circumstances warrant an extension.

A. **Definition of Grievance**

A "grievance" is a claim of improper application of the valid current "Contract Agreement". An "aggrieved employee" is the employee (or employees) who is/are directly affected and, therefore, will make the claim. The Association is the aggrieved only when an employee's rights have been allegedly violated. Nothing contained herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the administration, either alone or with a representative of the Association, and having the grievance adjusted without intervention of the Association; provided the adjustment is consistent with the terms of this contract.

B. **Timelines**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the deposition at the preceding level. In the event the written answer is not submitted in the time specified, the aggrieved may proceed to the next level. The time limits specified may, however, be extended by mutual agreement, in writing between the Association president and the Assistant Superintendent of Finance and Operations. A supply of the grievance forms shall be on file with the Association secretary.

1. **Level One**

An employee may, within five (5) work days of the occurrence of the grievance, orally discuss the matter with the Supervisor of Transportation and, if requested, a trustee or other officer of the Association, with the objective of resolving the matter informally. If the problem is not resolved to the employee's satisfaction, he/she may:

- a. Within five (5) days of the above conference, put the grievance in writing on the form provided and present it to the Assistant Superintendent of Finance and Operations.
- b. A conference between the Assistant Superintendent of Finance and Operations, the employee(s) and Association trustee or other officer, shall be held within five (5) working days. Assistant Superintendent of Finance and Operations shall submit the written decision to the employee and the Association no later than five (5) work days after the meeting.
- c. The Association trustee shall then report to the Association officers and a determination of the merits of the grievance will be made.
- d. If the grievance is not resolved at this level and the Association officers feel that the grievance has merit, the Association shall file a level two appeal form.

2. Level Two

- a. The level two grievance form will be filed within five (5) work days to the Assistant Superintendent of Human Resources.
- b. The Assistant Superintendent of Human Resources or his/her designee shall return a written decision to the Association no later than ten (10) work days after the receipt of the level two form. If said decision fails to settle the grievance, the Association may appeal to level three no later than ten (10) work days after receipt of the Assistant Superintendent of Human Resources' decision.

3. Level Three

The matter still being unresolved, the board will select two (2) representatives and the association will select two (2) representatives to review the grievance. This review will be done within fifteen (15) work days upon receipt of grievance at level three (3). If the parties cannot find agreement, they will select a fifth member, mutually agreeable to both parties.

This fifth member, along with the other selected representatives, will review/hear the case within fifteen (15) work days of being selected, and cast the tie breaking vote. This would resolve the grievance and such decision shall be binding by both parties.

**ARTICLE XIII**

**WAGES AND COMPENSATION**

A. **Wages**

1. <b><u>Regular Routes</u></b>	<b><u>2008-09</u></b>	<b><u>2009-10</u></b>
Step 1	\$14.06	\$14.34
Step 2	\$14.64	\$14.93
Step 3	\$15.26	\$15.57
Step 4	\$15.86	\$16.18
Step 5	\$16.48	\$16.81
Step 6	\$17.07	\$17.41
 <b>Trip Rate</b>	 \$14.06	 \$14.34

**\*No Meal Allowance**

**PREMIUM (+ PER HOUR RATE):**

Driver Trainers	\$3.00	\$ 3.00
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Step changes will be effective July 1. Benefits, such as longevity will take be effective July 1 and January 1. Vacation days will become effective on the driver's anniversary date.

2. **Longevity**

Additional \$.15 per hour per year commencing in year following last step.

3. **Requirements of Job**

Mandatory meetings, committees, conferences, bus school, drug testing, and other duties as assigned by the Supervisor of Transportation will be paid at their regular rate, excluding premiums.

4. **Overtime**

Overtime shall be paid at one and one-half (1.5) the regular hourly rate for all hours over forty (40) per week.

5. **Emergency Work**

The Supervisor of Transportation will implement an emergency list for drivers to sign up for additional work of any type on a rotation basis.

Emergency work will be offered to regular drivers at overtime rate from an overtime list before being offered to substitute drivers.

6. **Breakdown or Accident**

Drivers shall be paid at their regular wage for any time spent beyond regularly scheduled time due to a breakdown or accident, plus any time required for reports.

Pursuant to PA 187, the Pupil Transportation Act of August 15, 2006, bus drivers who have been convicted of any motor vehicle traffic violation that resulted in an accident while operating a commercial motor vehicle, will be required by the law to take a Commercial Driver License (CDL) skills test. At such time, conviction is determined by admission of guilt and payment of fine, or as determined by a court proceeding, shall not operate a school bus until the driver has passed the test. At such time, the driver will be placed on a paid leave of absence. The driver will continue to receive all benefits and banks as outlined in the Forest Hills Bus Driver Association Master Agreement during the paid leave of absence. The district will continue to pay the bus driver for training for a required road test. Until such time that the road test can be scheduled and the driver has been tested and passed the required CDL skills test, the driver will not be allowed to actively return to their driving assignment. Current bus driver trainers will provide training to those drivers on a paid leave of absence. A third party will administer the required road test. It will be the responsibility of the bus driver to pay for the required road test.

7. **Jury Duty**

In the event that a driver is summoned for jury duty, a special leave of absence shall be granted for that purpose. The driver shall be at work at all regular working hours when not serving as a juror. The pay a driver shall be entitled to for such leave shall be their regular wage plus premiums for time necessarily lost from his/her normal work schedule, less any amount earned for jury duty. Mileage based on the IRS rate will be reimbursed to the employee from the Business Office.

8. **Court Summons/Subpoena (Witness)**

In the event a driver is required to appear in court for reasons of legal suit being brought against the Forest Hills Public School District or the driver, in connection with their employment by a third party, said driver shall be paid at the regular wage for all time spent and reimbursed for any direct, personal expenses incurred. The district shall provide legal counsel as deemed necessary. The Supervisor of Transportation or member of the administration, if requested, in writing, will accompany the driver in these proceedings.

9. **School Closings**

When school is closed because of special circumstances, employees will be paid under the following conditions:

- a. If all employees are not required to report.
- b. If an employee is specifically required to report.



10. **Early/Emergency Dismissal**  
In the event of an anticipated emergency dismissal (i.e., bad weather), a good faith effort to contact all drivers will be made. If no contact is made and a substitute driver must be called, the regular route driver will not receive pay for the route time driven by the substitute, but may use personal time to make up the time missed.
11. **Delay Day or Cancellation of School**  
A driver will be paid two (2) hours at his/her regular wage if he/she reports to work and school is canceled or there is a delay in school starting time.
12. **Familiarizing Drivers with New Routes**
  - a. Up to three (3) hours of regular pay will be paid for familiarizing drivers with each selected run and for all paperwork required during the course of the school year. Drivers taking established routes during the school year do not qualify under this section. Additional time must be approved by the Supervisor of Transportation.
  - b. Summer drivers shall receive up to four (4) hours of regular pay for familiarizing themselves with route.
  - c. Drivers who are asked by the Supervisor of Transportation to revise their route sheets shall be paid regular pay for the time required.
13. **Bus Driver Responsibilities**
  - a. Drivers will be given (.1) per day to cover keeping their bus clean.
  - b. Drivers will be given (.3) for each pre-trip they do each day. This does not include "going under the hood".
  - c. Drivers will be given (.1) per day to fuel their bus.
  - d. Drivers will be given (.1) per day for post-trip responsibilities.
  - e. Drivers required to use additional bus(es) on the same day shall be compensated as stated in Sections A. through D., for the actual time to perform the tasks on the additional bus(es).

Drivers due time will be established by the Transportation Office, under the direction of the Supervisor of Transportation. Drivers required p.m. due time will be five (5) minutes prior to their scheduled departure time for p.m. line up at their respective schools. Scheduled times will be determined by the Transportation Office and will be posted each school year based on the school schedules.

14. **Sick Leave Pay Off at Resignation**

At the time of termination of employment, if an employee has accumulated sick leave, the Board will pay a bonus as follows:

50 days (300 hours) pays:	\$ 600.00
75 days (450 hours) pays:	\$1,500.00
100 days (600 hours) pays:	\$2,500.00

The District will contribute a sick leave payout into an annuity with a Board approved vendor prior to June 30. It will be the employee's responsibility to complete the proper documentation with the Benefits Office for this board paid sick leave payout no later than May 15.

15. **Bonus for Proposing Cost Savings Ideas to District**

- a. Any employee who proposes an idea (in writing) which is approved by the administration and saves the school district over \$100 annually will receive a one-time bonus of \$50.
- b. Any employee who proposes an idea (in writing) which is approved by the administration and saves the school district over \$250 annually will receive a one-time bonus of \$100.

16. **Reimbursement for CDL's**

The Board will reimburse the driver the cost of all required testing to receive a CDL license and any other classifications required by law, not including the cost of a basic operator's license. Renewal costs will be covered to the same extent.

17. **Scheduled Days Off**

Drivers who have scheduled time off (per official school calendar) from their route will not be paid for non-driving time. They may sub on other routes during that time or they may drive trips, as the schedule allows. It shall be the responsibility of said driver to notify the office of availability and he/she will be given priority consideration by seniority.

18. **Association Representation of Fellow Employee**

Association trustees or other officers who represent and meet with a fellow employee that meets with the administration to resolve an issue may be released from his/her assignment and compensated at his/her regular wage and premium.

19. **Pay for Physicals**

Drivers will receive pay for the actual time of the physical plus one (1) hour travel time at their regular wage.

20. **In-Service Training**  
Drivers will be required to attend in-service training sessions on the afternoons of high school exams in January and June as established by the annual district calendars.

## ARTICLE XIV

### FRINGE BENEFITS

1. **Health Insurance**

Employees who do not make a consistent effort by accepting available work opportunities offered by the district, or who are employed in jobs outside of the district, thus resulting in not working at least thirty (30) hours per week for the district, will not be considered a full-time employee of the district and therefore district paid insurance benefits will be prorated. Employee hours will be monitored at the completion of the first semester and again at the end of the second semester to determine district paid single person health insurance coverage or proration thereof.

- a. Drivers will be credited with six (6) hours per day/30 hours per week to qualify for single person health insurance coverage if the driver has made a conscientious effort to work six (6) hours on a continuous basis within the district. The hours may be fulfilled through extra trips, shuttles, bus washing, additional work in the district during the calendar school year, etc.

Those drivers that “opt out” of the guaranteed six (6) hour day, or have not made a conscientious attempt to acquire work within the district for at least six (6) hours on a continuous basis, will be required to complete a form and submit it to the Benefits Office and their benefits will be prorated. (Opt out is defined as those employees who choose not to be scheduled for a minimum of six (6) hours per day or thirty (30) hours per week for all available work within the district.) Regularly scheduled work hours will be submitted to the Benefits Office from the Supervisor of Transportation as of the fourth Friday of September (for those opting out) and the start of the second semester and again at the end of the school year for drivers not taking advantage of available work within the district. Employees may purchase full family coverage at their expense.

- b. The Board will provide a single subscriber policy for MESSA Choices II with a \$10/\$20 prescription co-payment. Open enrollment is in September or at time of hire. Employees may purchase MESSA SuperCare I, by paying the straight rate difference between MESSA SuperCare I and MESSA Choices II. Employees may purchase full family coverage at their expense.

- c. There will be a cap of 10% on the annual increase in health insurance premium which the Board will absorb. Any additional cost increase will be paid by the employee, on a pre-tax basis, through payroll deduction. Employees may purchase two person or family coverage through payroll deduction on a pre-tax basis.

2. **Dental/Vision Plans**

Drivers who qualify for six (6) hours or more daily (as specified under Article XIV, Section 1) will receive the Forest Hills Self-Funded Single Subscriber Dental Plan I. Employees may receive cash equivalent to a one person dental rate for waiving dental coverage.

Drivers who qualify for six (6) hours or more daily (as specified under Article XIV, Section 1) will receive the Forest Hills Self-Funded Single Subscriber Vision Plan I. Employees may receive cash equivalent to a one person vision rate for waiving coverage.

Drivers who work less than six (6) hours daily will, on a pro-rata basis, pay for dental and vision coverage available through the flexible benefit plan based on their route as of the fourth Friday in September and the start of the second semester and on "Opting Out" of the six (6) hour guarantee or who have not taken advantage of opportunities made available within the district to acquire six (6) hours of work on a continuous basis.

3. **Open Enrollment Period**

The Open Enrollment period for the fringe benefits covered through the flexible Benefit plan is the month of September, except for new hires, who will need to enroll for fringe benefits in the Human Resources Office, the first month after completing their probationary period.

Once an employee enrolls in the flexible benefit plan, they will remain enrolled for twelve (12) months unless employment is terminated or there is a change in family circumstances which qualified the employee for a change in benefits.

4. **Cash in Lieu of Medical Benefits**

In lieu of subscribing to the Board provided health insurance, an employee covered under the six (6) hour guarantee (as specified in Article XIV, Section 1) may select the cash option equal in dollar amount to the "single" subscriber premium rate for health insurance. Those employees that "opt out" of the six (6) hour guarantee or do not acquire six (6) or more hours for available continuous work within the district, will receive the cash option pro-rated equal to their assigned regular route.

5. **Annuity Investment Option**

Employees who waive medical benefits or take a reduced coverage may opt to invest in a 403(B) or 457 investment plan.

This option shall be terminated at any time the board approved companies do not satisfy the non-discrimination requirements of Section 403(B) or Section 89 of the Internal Revenue Code and alternatives to this option will be mutually agreed to.

6. **Life Insurance**

The Board will pay the monthly premium to provide each driver who qualifies for six (6) hours a day or more with \$10,000 life insurance coverage.

7. **Hold Harmless**

Liability protection to defend, hold harmless and indemnify the employee in the event that any claim, legal proceeding, etc., is brought against the driver in their capacity as an employee of the District provided they are acting within the scope of their employment. This liability is limited to the liability policy maintained by the District (\$1,000,000), subject to carrier requirements and restrictions.

8. **Workers' Compensation Insurance**

Workers' Compensation Insurance will be provided by the Board. Employees must report job related injuries to the Human Resources Office within twenty-four (24) hours on the appropriate form.

The employee has the option to accept the amount compensated by Workers' Compensation or to use the accumulated personal illness leave for any absence due to work related injury.

9. **Long-Term Disability**

Employees may purchase Long-Term Disability benefits under the Flexible Benefit Plan during the open enrollment period.

10. **Flexible Spending Accounts**

Employees may elect to establish a flexible spending account through their benefit election form during open enrollment. Flexible spending accounts allow participants to use pre-tax dollars for out-of-pocket medical expenses, dependent care expenses and employer sponsored medical related insurance premiums. The company that oversees/handles Forest Hills flexible spending accounts is called TASC. It is the employee's responsibility to submit claims directly to TASC for processing their reimbursements. An employee may elect any amount up to the maximum allowed. The maximum amounts allowed are:

- |                                  |            |
|----------------------------------|------------|
| o Medical expenses               | \$5,000.00 |
| o Dependent Day Care             | \$5,000.00 |
| o Non-Employer Sponsored Premium | No Maximum |

It is important to note that according to IRS regulations, employee contributions to a flexible spending account that are not used by the end of the plan year are forfeited.

When an employee elects to sign up for a flexible spending account, the amount selected is deducted out of their pay during the eighteen (18) pay deduction period. The eighteen (18) pay spread normally runs from the second pay in October through the first pay in June of each school year.

11. **Prescription Drug Co-Pay Reimbursement**

Reimbursement is available for all employees and their dependents enrolled in health coverage with the District. After an employee and all of their dependents incur more than \$400 in prescription drug co-pays during the plan year (each September 1 through August 31), the District shall reimburse for any additional co-pays which an employee and their family may have incurred. The District has budgeted \$2,500 for this benefit. After the \$2,500 budgeted amount is exhausted, this special prescription drug co-pay reimbursement benefit will no longer exist.

In order for an employee to apply for this benefit, the employee is required to complete a reimbursement form and return it to the Human Resources office. The employee will be required to attach documentation of incurred prescription drug co-payments in excess of \$400 to the reimbursement form, such as a copy of the prescription and receipt. In the interest of protecting the privacy of the employee or eligible family members, the District will accept submission of receipts which do not specify the name of the prescription drug, but rather proof that a prescription has been filled, including the date and the amount of the co-payment.

## ARTICLE XV

### TRIPS

A. **Trips**

1. A minimum of three (3) hours will be paid for Saturday and Sunday trips and for trips on non-scheduled school days during the school year.
2. Trips will be offered to regular drivers at overtime rate from an overtime list before being offered to substitute drivers.

B. **Canceled Trips**

Once a driver has been given a trip off the trip board, if said trip is canceled, driver will be paid for posted time of trip (no pre-trip). If driver shows up at the site on a non-scheduled day and the trip is canceled, driver will be paid posted time of trip plus pre-trip. Driver may not take another work assignment during the time that he/she is being paid for a canceled trip. Driver is considered to be on the clock at those times. (Refer to Bus Driver Employee Handbook for procedures and employee work rules)

In the event of a trip cancellation while a trip is in progress, due to an "act of God", the driver will be paid for time driven. The trip will be driven by the same driver at the rescheduled date (if rescheduling for a later date is accomplished within forty eight (48) hours) or the driver has the option of following the handbook trip cancellation procedures.

C. **Overnight Trips**

On overnight trips, food and lodging will be provided for drivers and expenses will be reimbursed upon paid receipt submitted to the Supervisor of Transportation. Lodging shall consist of private, single accommodations, when it is possible, to allow drivers uninterrupted sleep time. If such accommodations are not available, trip postings will indicate such and trip selection will be taken from those agreeable of accommodations posted. Drivers will not be paid for the sleep portion of the trip (maximum eight (8) hours) unless the driver is responsible for student supervision (i.e., sleeping with students) or with transporting students during sleep hours.

**Meal Plan**

In consideration for the above change, the Board agrees to modify the meal reimbursement amounts to be consistent with current district reimbursement policy.

Breakfast	\$ 6.00
Lunch	\$ 8.00
Dinner	\$14.00

D. **Trip Times**

Drivers should be at assigned school ten (10) minutes prior to departure time indicated on trip sheet on non-scheduled work days only. Trip times begin and end at the bus garage.

When taking trips, drivers will be paid at their regular rate of pay for the duration of their regular, daily scheduled route assignments. Trip rate will commence thereafter.

Further, unless otherwise approved by the office, drivers will only be allowed to give up one tier of their run, in lieu of drop only trip.

E. **Posted Time Pay**

If a scheduled trip is actually driven and is reduced by more than one-half (.5) of the posted time on the trip sheet, the driver will be paid one-half (.5) of the posted time.

If trip returns early, the driver shall be paid for actual time driven, rather than posted time.

**ARTICLE XVI**

**ASSOCIATION RIGHTS**

- A. The Board will release an Association representative(s) from his/her assigned duties with pay, to help process grievances or other issues when it is mutually advantageous for the Board and the Association to work together. Prior approval of the Assistant Superintendent of Human Resources is required.
- B. The Forest Hills Bus Drivers Association shall have the right to use, upon written request, school buildings at all reasonable hours for meetings. Also, a school copy machine shall be available at all reasonable hours on a scheduled basis.
- C. The Association reserves the right to specify the number of Association board members to be present at any meeting.

**ARTICLE XVII**

**BOARD RIGHTS**

- A. The Board of Education retains all rights except those specifically limited by the terms of this Agreement.
- B. Each bus driver shall be provided with a copy of the Forest Hills Public School Bus Driver handbook which shall contain binding rules, regulations, policies and other information necessary for the proper performance of bus driving duties. The employee shall sign a statement acknowledging receipt of the handbook. In the event of a conflict between the handbook and the terms of this Agreement, this Agreement shall take precedence.



## **ARTICLE XVIII**

### **CLOSURE AGREEMENT**

The parties acknowledge that during the negotiations which result in this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or any matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived by both parties are set forth in the Agreement. Therefore, the Forest Hills Board of Education and the Forest Hills Bus Drivers Association for the life of this Agreement voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obliged 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 which was negotiated but no agreement was reached.

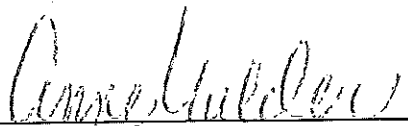
The parties shall continue to meet in good faith for the purposes of negotiating Letters of Agreement related to issues which are mutually deemed as not being addressed in the current Agreement; and to resolve concerns which may arise as to the negotiated intent, interpretation and application of the current Agreement.

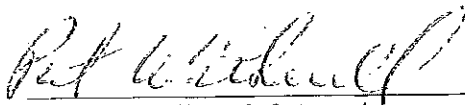
**ARTICLE XIX**

**DURATION**

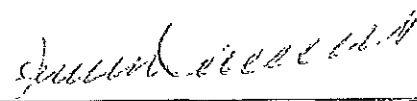
This Agreement shall be effective from July 1, 2008 to June 30, 2011 with 2% salary increases for 2008-09 and 2009-10 and wage and benefit reopeners for 2010-2011. This agreement shall not be extended orally and it is expressly understood that it shall expire on the dates indicated unless it is reviewed, modified, or extended by mutual written agreement of the parties.

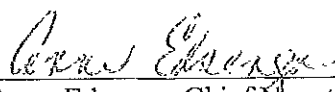
**SIGNED ON BEHALF OF THE  
ASSOCIATION:**

  
\_\_\_\_\_  
Anne Mulder, President

  
\_\_\_\_\_  
Pat Witherell, Chief Negotiator

**SIGNED ON BEHALF OF THE  
BOARD OF EDUCATION:**

  
\_\_\_\_\_  
James Fahner, President

  
\_\_\_\_\_  
Anne Edsenga, Chief Negotiator

Adopted by the Board: May 12, 2008

/dm  
5/10/08







