

**AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE
LOWELL AREA SCHOOLS
AND THE
LOWELL AREA EMPLOYEES ASSOCIATION
(BUS DRIVERS)**

2009-2011

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**LOWELL AREA EMPLOYEES ASSOCIATION
(BUS DRIVERS)**

**ARTICLE I
RECOGNITION**

A. Recognition

The Board hereby recognizes the Lowell Area Employees Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, as amended, for all bus drivers under contract.

1. Bus Driver

The term "bus driver" when used hereinafter in this Agreement shall refer to both part-time and full-time bus drivers represented by the Association in the bargaining or negotiating unit as above defined.

2. Board

The term "Board" shall include its officers and agents.

B. Exclusive Right

The Board agrees not to negotiate with any organization other than the one designated as the representative pursuant to Act 379, Public Acts of 1965, as amended, for the duration of this Agreement.

1. Negotiations

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or any matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the 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. Matters of common concern may be subject to negotiation during the period of this Agreement upon request and a mutual agreement of both parties.

ARTICE II
EMPLOYEE RIGHTS

A. Law Pertaining to Negotiation

The Board and the Association agree to abide by Act 379 of the Public Acts of 1965, as amended, and to all the applicable laws and statutes pertaining to employee rights and responsibilities.

B. Access to Board Information

The Board agrees to make available to the Association information requested (as current as possible) concerning transportation budgets, allocations, and future plans concerning budgets and any such public information as will assist the Association to process any grievance, complaint, or for negotiations.

C. Use of School Facilities

The Association shall have the right to use school buildings at all reasonable hours for meetings, providing a facility use form has been completed and approved. Last-minute requests will be handled on an individual basis by the Superintendent or his/her designee. Such facilities shall not be used for political campaign purposes or other local ballot issues. Designated bulletin boards, telephones, and employee mailboxes shall be available for the Association's use for posting or placement of materials of the Association by the Association.

D. Agency Shop

a. Annual Dues and Deductions

On or before the 30th of September of each year, the Association shall notify the Payroll Office of the amount of annual dues payable by its members and the service fee amount payable by non-members pursuant to Section 10(1) (c) and (2) of the Public Employment Relations Act. The Board shall thereupon deduct such amounts in twenty (20) equal installments, as nearly as may be, from the paychecks of all employees who have of that date, authorized such deductions. The Board shall promptly remit such amounts to the local Association treasurer, with a listing of the employee deductions.

b. Enforcement of Payment

Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association; provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided above. In the event that an employee shall not pay such service fee directly to the local Association or authorize payment through payroll deduction, as provided in the preceding article, the Board shall, at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association.

- c. Notice of Non-Compliance to Employees
The Association in all cases of violation of this article shall notify the employee of noncompliance. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for deduction of a service fee may be filed with the Board in the event compliance is not effected.
- d. Board Held Harmless
In the event of any action against the Board brought in court or administrative agency because of its compliance with the agency shop provision of this agreement, the Association agrees to defend such action, at its own expense and through its own counsel, and to indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with such agency shop provision, but this does not include any liability for unemployment compensation, provided:
- (1) The Board gives timely notice of such action to the Association 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 damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agent.
 - (4) The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense, which may be assessed against the Board by any court or tribunal.
 - (5) The Association shall have the right to compromise or settle any claim made against the Board under this section after notice to and consultation with the Board.

E. Discipline

1. Employees (excluding probationary employees) shall not be disciplined, warned, reprimanded, suspended, discharged, reduced in rank, or occupational advantage, without just cause. A verbal warning will be followed by a memo, shown to and initialed by the employee and kept in the transportation office. Disciplinary action more severe than a verbal reprimand shall be in writing with a copy forwarded to the employee and placed in the employee's personnel file.

2. When an employee is given a written reprimand or more serious discipline, he/she shall have the right to be accompanied by an Association representative.
3. **Files and Records**
An employee will have the right to review the contents of his/her personnel file, in accordance with the Bullard-Plawecki Employee Right to Know Act, and to have a representative of the Association present, if desired.
4. No evaluative material, including complaints from students, parents, or school personnel, will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material, including complaints, and said complaint shall be attached to the material indicating awareness of and not necessarily in agreement with the material.

ARTICLE III **BOARD RIGHTS**

A. Rights of the Board of Education

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:

1. To the executive management and administrative control of the school system and its employees, properties, and facilities.
2. To hire all employees and, subject to the provisions of the law, to determine his/her qualifications, classification for position and salary, conditions of his/her dismissal or demotion, and to promote and transfer all such employees.
3. To exercise the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the laws of the State of Michigan, the Constitution and laws of the United States.
4. The Board of Education hereby recognizes the Lowell Area Employees

Association as the exclusive bargaining representative as defined in applicable Michigan statutes for bus driving personnel, but excluding all supervisory and office personnel.

5. The Board of Education agrees not to negotiate with any employee organization other than the employees represented by the Lowell Area Employees Association.

ARTICLE IV **SENIORITY**

A. Seniority List

There shall be a seniority list maintained for bus drivers establishing the effective date of the employee's most recent date of employment on a regular basis (driving at least ten (10) hours per week). "Employment" means the first day of work on a regular route qualifying for seniority. Seniority lists shall be maintained by the personnel office for drivers and updated annually by September 30 of each year.

B. New Employees

All new drivers shall be considered probationary employees for thirty (30) work days. Drivers benefits will start to accumulate after successful completion of the probationary period. During the probationary period, the employee shall be assigned at the discretion of the Director of Operations.

C. Substitute Employees

A list of substitute drivers shall be maintained by the transportation department. Substitute employees are not eligible for seniority, nor covered under this master agreement.

D. Maintaining Seniority

1. A driver shall be considered a regular driver and maintain his/her seniority as long as he/she is available for his/her regular scheduled driving assignment. Frequent absences (as defined by the Excessive Absence Guidelines) may result in disciplinary action and a loss of full time status. A driver shall not accrue seniority during substitute driving status, but shall retain previously accrued seniority upon return to regular driving status.
2. Employees shall maintain seniority when injured on the job. For extended injuries and/or prolonged absence, the employer may request the employee visit a doctor of the employer's choice to determine readiness to return to work or for an alternative assignment during the injury related disability. For extended job related injuries, the employee shall maintain seniority for one year from the date of injury.

3. The employee shall accrue seniority during approved sick leave of six months or less. Thereafter, the employee shall not accumulate seniority but shall retain previously accrued seniority. If the employee is unable to work after one full year of approved medical leave, they will be dropped from the seniority list. If the employee returns in subsequent years after a medical leave, the return to work date will be his/her seniority date.
4. Termination of employment, either through resignation or firing, shall result in termination of seniority. A driver who requests to have their hours reduced to less than 10 hours per week, or to relinquish all hours to be on sub status shall forfeit all seniority.

E. Vacancy

1. Seniority prevails when a position is vacated during the year. Open routes are available to all drivers on a seniority basis.
2. Regular routes, once bid, will remain that driver's route for one school year. If a route is terminated during the school year, the driver will have the right to bid back in at his/her seniority level.
3. For the first three weeks of the school year, drivers will drive his/her previous year's route. Prior to the bid date, the driver shall prepare specific directions and instructions for that route. Route times will be established, using drivers' time cards. When routes are bid, and there is a change in driver, the driver vacating the route shall be required to introduce the new driver to the students, unless distance between schools prevents it. The transportation office will prepare a letter introducing the parents to the new driver. Drivers must maintain a professional attitude during this transition.

After this initial bidding, the only time a route will be bid again is if a driver leaves the route.

4. Any new or additional runs (KCTC, KTC, or mid-day run) will be filled by seniority, through the bidding process and approved by the Director of Operations. A new list of times will be sent to the payroll office.
5. All new non-driving positions lasting more than a month generated in the transportation department will be posted to the Association membership for 3 working days or membership will be notified in the summer by telephone by administration, to the best of their ability. Selection to these positions shall be at the discretion of the Director of Operations who shall give consideration to the applicants' qualifications and seniority.

6. Mid-day runs, if any, shall be bid at the beginning of the year, and at the beginning of each trimester during the year if a mid-day run is dropped or added in the prior trimester (excludes time adjustments to an existing mid-day run). Drivers must have their attendance in good standing (as defined by the Excessive Absence Guidelines) in order to bid on mid-day runs.
7. Short-term work, specific to the transportation department (excluding office and certified mechanical duties), shall be offered to Association members, based on seniority and qualifications, when sufficient time of notification exists. This additional short-term work will be created at the discretion of the Director of Transportation and shall not be offered to members if it will interfere or disrupt the member's regularly scheduled duties.

F. Lay Off and Recall

1. Voluntary Reduction in Forces
Layoff shall be defined as necessary reduction in the work force. Prior to engaging in a layoff, the Board shall attempt to reduce the work force by attrition, voluntary layoff, early retirement and/or unpaid leaves of absence and voluntary reduction in hours.
2. Layoff will be decided based upon seniority, beginning with probationary drivers and proceeding from the least senior to the most senior.
3. Driver recall will be based upon seniority, with the most senior employee being recalled first.
4. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report to work. It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled employee shall notify the employer within five (5) days of receiving the notice of his/her acceptance or rejection and must report to work within ten (10) working days. The Board may fill the position on a temporary basis until the recalled employee can report for work. An employee offered a comparable position to the one previously held who declines recall to work is considered to have voluntarily resigned.
5. Laid off drivers shall have first opportunity to sub-drive a route, and/or a mid-day run when no regular driver is available.

**ARTICLE V
LEAVES**

A. Sick Leave

1. All drivers shall earn eight (8) sick days per year which may accumulate without limit. Beginning in 2010-11, drivers shall earn seven (7) sick days per year which may accumulate without limit. Sick leave taken shall be calculated in one-third-day increments. Individual calculations for one-third-day sick leave will be calculated after the annual bid meeting. Employees belonging to the Lowell Area Employees Association may pool sick leave days and contribute them to any other Lowell Area Schools employee who has exhausted his/her accumulated sick leave days. However, an employee may not contribute more than one (1) day of sick leave to an individual employee within a given school year. He/she may contribute to more than one (1) individual within a given school year. The maximum number of days a driver may receive from the pool is limited to days the driver had accumulated prior to illness or injury.

Example

If a driver has ten (10) accumulated sick days, drivers can donate up to ten (10) more. Exceptions may be made to extend the limit if unusual circumstances exist. For purposes of this section only, all days shall be equal regardless of hours worked or rate of compensation. (See Appendix B for sick pool committee guidelines.)

2. The District has the right to request a physician's statement on the necessity of any operation to be performed during the school year. The employee shall make every effort to schedule surgery during a time when school is not in session.
3. A physician's statement may be required to determine whether an employee is physically able to return to his/her duties. The Board has the right to require an examination to a physician of its choosing, with the Board assuming the cost of the examination.
4. A driver shall not receive worker's compensation in addition to sick leave in excess of the amount he/she receives as a regular salary.
5. Upon completion of an approved sick leave of one school year or less the driver shall return to his/her regular route.
6. In the event of illness in the immediate family (spouse, child, parents or resident in the household), such use shall be limited to three (3) sick leave days. The Director of Operations or designee may grant the continued use of sick days for family illness if he/she determines extenuating circumstances exist; i.e., cases where death is imminent or terminal illness exists.

B. Death in the Immediate Family

1. Up to five (5) days, as needed, shall be granted for bereavement per family member death. Such days will be deducted from sick leave. For the death of non-family members, personal leave or unpaid days must be used.
2. If extenuating circumstances exist, exceptions to this policy may be granted.
3. For purposes of bereavement leave, "family" shall be defined as: fiancé, spouse, child, parent, brother, sister, grandparent, grandchild, or spouse's parent, brother, sister, or grandparent or a member of the employee's household.

C. Personal Leave

1. Five (5) days per year shall be provided each driver for personal business. Beginning in 2010-11, drivers shall be provided with four (4) days for personal business. Unused personal days shall accumulate as unused sick leave days, or may be used as floating holidays on non-school days during the regular school year. Not more than two (2) days can be used consecutively. If three (3) or more days are requested, the district has the right to request rationale for the leave and approve or deny the request based on circumstances presented.

2. Reasons

It is agreed that personal days are provided for the vast number of legitimate business, professional, and family obligations and driver encounters and which cannot be met outside the driver's regular working hours. Personal days can not be used for vacation purposes.

3. Applications

An absence request form, stating the reason for the request, must be submitted to the Director of Operations at least four (4) days prior to the leave being taken. In the event of an emergency, a telephone call to the Director of Operations will be acceptable, provided it is followed promptly by a completed request form.

D. Misuse of Sick or Personal Days

Misuse of sick or personal days may result in disciplinary action, up to and including discharge.

E. Unpaid Leave Requests

1. Each driver may be granted no more than one (1) week of unpaid leave per school year. Such unpaid leave time shall not be granted for more than one driver during the same time period, and may be only taken during the period of November 1st through April 1st. All requests must be

submitted, in writing, prior to September 1st. Requests submitted prior to September 1st will be granted on a seniority basis. Requests submitted after September 1st will be granted on a first come, first served basis. Drivers who are granted three (3) or more days shall reimburse the district for health insurance and cash in lieu payments, for all scheduled work days missed, via payroll deduct whenever possible.

2. Drivers receiving insurance benefits who are granted more than three (3) unpaid days shall reimburse the District, beginning on day 3, for the daily cost of health insurance and cash in lieu payments. Reimbursement shall be through payroll deductions whenever possible.

F. Family and Medical Leave Act

The leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. Employees may take unpaid leave, with health benefits, in accordance with the Act, for birth, adoption or foster-care placement, or for a serious medical condition affecting themselves or his/her immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leaves granted in this Agreement. A summary of the Act is contained in Appendix D. If an employee has need for such leave, he/she should contact the administrator in charge of personnel to determine eligibility and arrange the terms of the leave.

ARTICLE VI
GROOMING AND PERSONAL HABITS

A. Appearance

Drivers shall be neat, clean, and dress in good taste, appropriate for school personnel. "Neat and clean" shall be defined by the Director of Operations. For safety reasons, proper shoes shall be worn at all times. An example of improper shoes are as follows: high heeled boots, high heeled shoes, open heeled sandals or loose fitting shoes.

B. Example

Bus drivers shall set a good example for the students they transport.

1. Smoking and/or profane language will not be allowed in the bus at any time.
2. Drivers shall not drive a school bus under the influence of alcohol or any other illegal or controlled drug or substance. Drivers found to have used any of the above prior to or during a driving assignment shall be dismissed immediately without recourse.

ARTICLE VII
ROUTE ASSIGNMENTS

A. Responsibility

Buses will be assigned by the Director of Operations.

B. Vacancies

All driving vacancies will be posted for three (3) working days. When a vacancy occurs, seniority prevails in bidding. In filling a vacancy in a bargaining unit position, the Board agrees to hire outside of the employee ranks only if no qualified internal candidates apply.

1. Drivers and laid-off drivers, by seniority, are to be given first opportunity to sub on regular routes as long as the assignment does not interfere with his/her regular route or create overtime.

C. Route Times

Director of Operations will establish route times at the beginning of each school year.

D. Faculty Personnel

Faculty personnel possessing appropriate CDL licenses shall not be hired for regular bus routes unless drivers are not available or a problem has developed, making it advisable to employ a teacher.

E. Athletic Events

Teachers or others in coaching positions must possess the appropriate CDL license to drive his/her teams to athletic events. Six (6) hours of continued education by State regulations is also required for coaches and teachers.

ARTICLE VIII
EXTRA TRIPS

A. Extra Trips

All extra trips will be assigned on a rotation basis, according to a seniority list. Each driver may volunteer his/her time for one unposted extra trip per year. Exceptions may be made under unusual circumstances. All other extra trips will be posted and assigned on a rotation basis, according to seniority.

1. **Categories of Extra Trips:**

- Field trips
- Athletics
- Weekend
- Emergency Trips

No driver will be allowed to sign up for an extra trip if the estimated run time, when combined with other runs/extra trips, creates an overtime situation.

2. Eligibility

To be considered for extra trips, a driver is required to sign the extra trip sheet. A driver has the choice of taking the extra trip or staying on his/her regular route. No driver will be permitted to take a trip that would require them to be absent from any part of his/her regular route more than twice a week. In addition, no regular routes may be given up to avoid overtime which may result from an extra trip. However, the Director of Operations has the right to deny a trip to a driver if sufficient time is not available before the trip is to depart. If time is available, the driver may accept the extra trip and keep the regular route. Based on availability of drivers, the Director of Operations has the authority to use a substitute on a regular route and use the regular driver on the extra trip, if the regular driver is willing.

3. Exceptions:

During the first three weeks of school, and the week after the new route begins, a driver may not take any extra trips which would interfere with his/her regular route.

4. Food Allowance

For extra trips of six hours or more, a food allowance of \$6.00 will be available. Drivers whose consecutive route and extra-trip total is six hours or more are also eligible for a food allowance. (Consecutive is defined as not more than a thirty (30) minute break. Instructions on how to apply for meal reimbursement will be established by the business office and provided to all drivers.

B. Cooperation

Drivers will make a concerted effort to drive extra trips when requested by the Director of Operations.

C. Driver Responsibility

Drivers are responsible for supervision of buses at "away" activities.

**ARTICLE IX
EMPLOYEE RESPONSIBILITY**

A. Requirements

Each driver must meet all State of Michigan driving requirements.

B. Physical

Annual physicals are required of all drivers. Physicals will be given at the Board-designated health provider and will be paid for by the Board.

1. All drivers will be subject to mandatory random drug testing.

C. Good Physical and Mental Health

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

1. Any employee who has a mental and/or physical impairment must provide a doctor's statement proving ability to drive a school bus safely. Examples of impairments are diabetes (insulin or diet controlled), epilepsy, color blindness, and any other that would endanger the safety of the students and/or the public. If the employer did not agree with, or questioned the recommendation of, the employee's doctor, the employee will be required to get an opinion from a doctor of the employer's choice. Should the two doctors' opinions differ, a third doctor will be selected who will render the deciding opinion. The second and third opinion would be at the Board's expense.

D. Bus School

1. Each driver must carry with him/her, certification of previous bus school completion.
2. Each new driver must attend at least eighteen (18) hours of bus drivers' school.
3. All drivers may be required to attend a inservice (prior to school opening) and other inservice meetings called by the Director of Operations during the school year. Drivers will be paid at the non-driving rate for attending inservice sessions and any required education classes. The Director of Operations shall provide a minimum of five (5) days notice for driver meetings and inservice training, except in case of emergency.
4. All drivers must attend six (6) hours of continual education every two (2) years.

E. Records

Each driver shall prepare and maintain all driving records as required by the Director of Operations.

F. Discipline

Each driver shall maintain order and discipline on the bus.

G. Notification of Absence

In the event of absence, the driver shall notify the transportation office at least one (1) hour prior to starting time or as soon as possible for emergency situations. Substitutes will be arranged by the transportation office.

H. Bus Maintenance

1. Each driver shall be held responsible for the cleaning of the inside of her/his bus on a daily basis. When a bus is driven to an extracurricular activity or field trip, the driver of the extra trip is responsible for leaving the bus in clean condition.
2. The outside of the bus shall be washed at least once a week. Lights must be visible at all times.
3. The driver shall gas the bus as needed within the twenty (20) minute warm-up time or between runs.
4. The driver shall be responsible for a daily safety inspection report and will notify the mechanic, in writing, of any mechanical problems.
5. The employer shall not require drivers to take out on the streets or highways any vehicle that is not in safe operating condition. A work order must be filed with the mechanic stating a problem relative to the condition of the bus. If a mechanic disagrees with the driver's identification of a problem, the driver shall appeal to the Director of Operations.
6. A twenty (20) minute warm up time is guaranteed at the current hourly route pay for each double route in A.M., and each double route in P.M. for the duration of this contract. A ten (10) minute warm up time is guaranteed at the current hourly route pay for each mid-day run and extra trips, excluding any back-to back runs/trips. Back to back is defined as a run/trip that starts within 60 minutes of a previous run/trip. A twenty (20) minute warm up time will be allowed for mid-day runs and extra trips if a bus was not started previously in the day or if a driver is switching to a different bus. The time is to be used for keeping buses clean, checking for problems, warming up, contacting parents, fueling buses, etc. If the

parent is unable to meet during this time and the driver is required to forfeit a route to meet with the parent, the driver will be paid the regular route time. If the warm up time is abused, pay will be docked accordingly.

I. Routes

1. Drivers shall not under any circumstances change stops on the route without approval from the Director of Operations.
2. Drivers have the right to make recommendations on routes and stops to the Director of Operations.

J. Tickets and Accidents

1. Any ticket(s), fine(s) or court costs resulting from a moving violation while operating a school vehicle will be the sole responsibility of the driver. A moving violation shall be defined as relating to the driver's operation of the vehicle.
2. Any damage to a bus or adjoining property where the driver is determined by the District to be at fault will result in at least a letter of reprimand. Serious violation of safe operating procedures may result in immediate discharge. Continued minor carelessness will lead to further discipline up to and including dismissal.
3. A driver must maintain a valid license and an acceptable driving record to remain in the employ of the District. Dismissal will be automatic in the event of:
 - (a) state removal of driver's license;
 - (b) suspension or restriction of driver's license; or
 - (c) jeopardizing or increasing the cost of present and/or future fleet insurance coverage to any noticeable degree.

If a driver is charged with a major offense such as operating under the influence of alcohol, driving while visibly impaired, reckless endangerment or other similar serious offenses, he/she will be immediately suspended without pay pending resolution of the charges. If the driver either pleads or is found guilty, he/she will be dismissed immediately. If the driver is found innocent of the charges, back pay will be reinstated. The District retains the right under this section (IX.J.3) to suspend without pay pending resolution of charges for other traffic related offenses and to discipline or discharge for good cause for such traffic related offenses.

- a. Any employee terminated under this section (IX.J.3) may re-apply for a driving position after the offending incident(s) or points have been removed from his/her driving record. The Director of

If arbitration becomes necessary, the Association will notify the Board within ten (10) days of its intent. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing. The Board and Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Board or to the Association.

The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction where such award does not conflict with or deny the powers and duties of the Board granted by legislative act.

**ARTICLE XI
LONGEVITY**

A. Amount

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>
\$20.00	\$40.00	\$60.00	\$80.00	\$100.00	\$120.00

<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Years 10-11</u>	<u>Years 12-14</u>	<u>Years 15-17</u>
\$140.00	\$160.00	\$180.00	\$200.00	\$225.00	\$250.00

<u>Years 18-20</u>	<u>Years 21-23</u>	<u>Years 24-26</u>	<u>Years 27-29</u>	<u>Year 30</u>
\$275.00	\$300.00	\$325.00	\$350.00	\$375.00

B. Severance/Retirement

Upon severance after a minimum of seven (7) years employment with Lowell Area Schools, employees will be compensated at the rate of \$7.50 per day for each day of unused sick leave, up to 50 days, and \$10.00 per day over 50 accumulated days. Severance shall include resignations and resignation after layoff. Any employee retiring with MPSERS and having fifteen (15) years of employment and announcing 30 days prior to the effective date, shall receive \$15.00 per day for each accumulated day.

**ARTICLE XII
INSURANCE: DUES**

A. Insurance

The Board will transmit full monthly premiums for each bus driver working thirty (30) hours or more per week on regular routes. The employee will pay \$30.00 per month for Full Family, \$20.00 per month for Two-Person, and \$10.00 per month for Single through payroll deduction. The employee may elect to make the payroll deduction through a Section 125 Plan.

The Board will pay a portion of the premium (see XII.A.3) for drivers working twenty four (24) to twenty-nine (29) hours per week (on regular routes) and his/her eligible dependents (as defined by the insurance carrier). This insurance will be provided when no broad-based health insurance plan is available through a spouse's employer or other subsidized sources. The following insurance will be provided:

1. **PLAN A:** Those electing health receive the following benefits:
 - Health -** Priority Health - \$0 deductible with \$10/20 prescription card
 - Dental -** Priority Health Plan – Self Funded 100/50/50 Plan with \$1,000 yearly maximum and \$500 lifetime maximum on orthodontics.
 - Vision -** Priority Health Plan – Self funded
 - Life -** \$10,000 life with AD&D

2. **PLAN B:** Those not electing health insurance will receive the following benefits:
 - Dental -** Priority Health Plan – 100/50/50 Plan with \$1,000 yearly maximum and \$500 lifetime maximum on orthodontics
 - Vision -** Priority Health Plan – Self funded
 - Life -** \$10,000 life with AD&D

\$180 per month cash in lieu of health insurance (for 30 hours or more only)

3. For drivers working twenty four (24) to twenty-nine (29) hours per week, the following amounts will be prorated over nine (9) months, and reimbursed to the district through payroll deduction:
 - PLAN A:**

Full Family Health -	\$70 per month
Two-Person -	\$70 per month
Single -	\$35 per month

PLAN B: \$20 per month

4. For drivers working 18-24 hours per week, the District will provide life insurance of \$10,000.
5. Regular laid off drivers will receive Board-paid insurance benefits for one month following his/her separation date.
6. In the event an employee, voluntarily or involuntarily, terminates his/her employment with the district, the employee, spouse, and dependent children should be entitled to eighteen (18) months of continued coverage if the qualifying event is due to termination of employment or a reduction of hours. This continuation of coverage shall be in accordance with the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

ARTICLE XIII
STRIKES AND WORK STOPPAGES

Neither the Drivers Association or any person acting in its behalf will cause, authorize, or support, nor will any of its employees take part in any strike or stoppage of work for any purpose whatsoever.

It is agreed by the Drivers Association that the Board, in the event of violation of the terms of this Article, shall have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Association.

ARTICLE XIV
WAGES

A. Wages

	<u>2009-2010</u>	<u>2010-2011</u>
Regular	17.61	17.52
Drop-only Extra Trips	17.61	17.52
Extra Trips	12.14	12.08
Non-Driving	8.94	8.89

Drivers called in to sub for a mid-day run are guaranteed not less than one (1) hour including 10 minutes warm up time.

B. Overtime

Overtime must be approved in advance by the Director of Operations. Drivers are responsible for declining extra trips or substitute runs that will create overtime. Intentional violation of these overtime restrictions may result in discipline.

No driver will be forced to take time off because his/her regular route, which was approved by the Transportation Office, creates overtime.

Time and a half will be paid for all approved overtime over forty (40) hours per week.

**ARTICLE XV
OTHER FINANCIAL MATTERS**

A. Eligible drivers will receive longevity pay the first payday in November each year.

B. Beginning in 2006-07, and every third year thereafter, all-weather jackets will be provided to all regular drivers. The total cost, including embroidery and shipping, shall not exceed \$4,000.00.

Jackets may not be worn in establishments that serve alcohol. Violation of this rule may result in disciplinary action.

C. All drivers will receive reimbursement of Chauffeur's License and CDL. Drug testing and driver physicals will be provided by the Board. If the driver is required to go off-site for drug testing, the non-driving hourly rate, plus mileage will be paid.

D. Holidays

All drivers will be entitled to the following paid holidays:

2008-2009

Christmas Eve Day
Christmas Day
Day Before Thanksgiving (if school is not scheduled)
Thanksgiving Day
Friday after Thanksgiving
Memorial Day
Good Friday (if school is not scheduled)
New Year's Eve Day
New Year's Day
Labor Day

Drivers must work his/her regularly scheduled morning and afternoon routes/runs before and after the holiday to receive the paid holiday benefit.

E. Unexpected School Closings

1. In the event that a single school building of the Lowell District, but not the entire District, is closed due to mechanical failure, an act of God, etc. drivers losing driving time because of the closing will be paid the lost time, unless the canceled classes are rescheduled to be made up at a later date during the school year.
2. On days when the entire District is closed due to an Act of God, drivers losing time will be paid for up to two (2) days per year of lost time.
3. Lowell drivers who drive to out of district schools as part of his/her regular routes will be paid normal bid time when out of district school is unexpectedly canceled or delayed, unless the canceled classes are rescheduled to be made up at a later date during the school year.

This Agreement pertains to the daily routes, mid-day runs taking students to and from school and does not include any extra trips (athletics, or field trips).

**ARTICLE XVI
DURATION OF AGREEMENT**

A. Effective Dates

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2011.

B. Expiration Limits

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

C. Other

1. It is agreed that during the 2009-2010 school year, a committee will be formed in order to develop guidelines for the implementation of an August Bid Meeting to be piloted in the 2010-2011 school year.
2. It is agreed that for the 2010-2011 contract year, financial information only will be discussed and only after June 14, 2010.

For the Association:

President

Date

For the Board of Education:

Designee

Date

APPENDIX A

**BUS DRIVER SENIORITY LIST
FOR ROUTE BIDDING**

K	Jan Kerman	08/30/82
K	Valerie Allen	08/30/88
	Tracy Dean	09/19/88
	Linda Barle	08/29/89
	Karen Graham	08/25/94
	Ron Tuinstra	08/25/94
	Jamie Schaub	08/28/95
	Terri Anstett	12/22/95
	Bill Collins	09/16/96
	Cyndy McMillin	01/06/97
	Allison Mahalic	02/03/97
	Howard Burton	10/19/98
	Michael Pelz	08/30/99
	Amy Cook	01/20/00
	Sharon Croshaw	03/06/00
	Lynne Kuzmin	09/18/00
	Cheryl Pratt	09/18/03 (1)
	Jan Herb	09/18/03 (2)
	Betty Nelson	10/04/04 (1)
	Melonie Warner	10/04/04 (2)
	Deb Schuitema	11/01/04
	Tami Griffeth	11/28/05
	Catherine Wisner	09/25/06
	Paula Griffeth	09/24/07 (1)
	Kimberly DeGarmo	09/24/07 (2)
	Leigh Ann Mongar	02/04/08
	Nikki Bennett	03/27/08
	Marcy Gauck	09/24/08 (1)
	Rolf Himpler	09/24/08 (3)
	Anita Piell	12/02/08
	Bob Graham	10/05/09 (1)
	Loretta Riley	10/05/09 (2)
	Phil Nauta	10/05/09 (3)

Note: K indicates kindergarten seniority (Previous language 1997-1999 Contract 12.1.6: While on All Day, Alternate Day (ADAD) Kindergarten schedules, full time will be defined as four hours and fifteen minutes per day for those drivers who were at six or more hours per day prior loss of driving time due to ADAD kindergarten.)

Seniority date reflects date of hire as noted on the status change form on file in the payroll office.

APPENDIX B
GUIDELINES
POOLED SICK DAYS - PURPOSE AND INTENT

- Extended serious illness/condition which may require a physician's verification.
- Pooled sick days are for the specific intended incident. They will not be banked to be used in the future for that same person to use at a later time.
- Pooled sick days are drawn at random to be given to the affected employee. Those days not drawn are returned to the original donor.
- Original requests to use sick pool days must originate through the appropriate Association President or his/her designee.
- Pooled sick days are not intended to be used for short term, intermittent illness.

**APPENDIX C
GRIEVANCE FORM - LEVEL II**

NAME _____ DATE _____

Contract Paragraph Violated _____

Violation:

Proposed Remedy:

Director of Operations _____ Date _____

Response:

GRIEVANCE FORM - LEVEL III

NAME _____ DATE _____

Signature of Association Officers Verifying Merit:

Assistant Superintendent's Response:

Assistant Superintendent _____ Date _____

APPENDIX D

Fact Sheet No. 028

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and some federal employees. Most Federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

FMLA became effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) was in effect on that date, FMLA became effective on the expiration date of the CBA or February 5, 1994, whichever was earlier. FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. The employer may elect to use the calendar year, a fixed 12-month leave or fiscal year, or a 12-month period prior to or after the commencement of leave as the 12-month period.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protection for employees who request or take FMLA leave. The law also requires employers to keep certain records.

EMPLOYER COVERAGE

FMLA applies to all:

- public agencies, including state, local and federal employers, local education agencies (schools), and
- private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce — including joint employers and successors of covered employers.

EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee must:

- (1) work for a covered employer;
- (2) have worked for the employer for a total of 12 months;
- (3) have worked at least 1,250 hours over the previous 12 months; and
- (4) work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

LEAVE ENTITLEMENT

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 work-weeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently — which means taking leave in blocks of time, or by reducing his/her normal weekly or daily work schedule.

- If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
- FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave. The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:

- (1) A health condition (including treatment therefor, or recovery therefrom) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:

- treatment two or more times by or under the supervision of a health care provider; or
 - one treatment by a health care provider with a continuing regimen of treatment; or
- (2) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
- (3) A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; or
- (4) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or
- (5) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

"Health care provider" means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of his/her practice, under state law; or
- nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of his/her practice, as defined under state law; or
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or
- Any health care provider recognized by the employer or the employer's group health plan benefits manager.

MAINTENANCE OF HEALTH BENEFITS

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay his/her share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

JOB RESTORATION

Upon return from FMLA leave, an employee must be restored to the employee's original

job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid "key" employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

A "**key**" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site.

NOTICE AND CERTIFICATION

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable.

Employers may also require employees to provide:

- medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- second or third medical opinions (at the employer's expense) and periodic recertification; and
- periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of his/her rights and responsibilities under FMLA, including giving specific written information on what is required of the

employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

UNLAWFUL ACTS

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

ENFORCEMENT

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also bring a private civil action against an employer for violations.

OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose his/her FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to "eligible" employees' use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.

FURTHER INFORMATION

The final rule implementing FMLA is contained in the January 6, 1995, Federal Register. For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.