

Table of Contents

AGREEMENT	1
ARTICLE I.....	2
EMPLOYEE RIGHTS (INCLUDING EXCERPTS ACT 379 OF P.A. 1965, AS AMENDED).....	2
Section 1: Right to Organize (Section 9, Act 379).....	2
Section 2: Unfair Labor Practices (Section 10, Act 379).....	2
Section 3: Use of Building	2
Section 4: Bulletin Boards	3
Section 5: Furnishing Information	3
Section 6: Listing of Salaries of Employees	3
Section 7: Use of Telephone	3
Section 8: Copies of Agreement	3
ARTICLE II.....	4
MANAGEMENT RIGHTS	4
ARTICLE III	5
STEWARDS AND ALTERNATE STEWARDS	5
Section 1: Stewards	5
Section 2: Special Conference	5
ARTICLE IV	6
NEW EMPLOYEES	6
Section 1: Probationary Period	6
ARTICLE V	7
SALARY CONSIDERATIONS	7
Section 1: Rates for New Jobs	7
Section 2: Payroll Procedures	7
Section 3: Longevity Compensation Policy.....	7
ARTICLE VI.....	10
GRIEVANCE PROCEDURE.....	10
Section 1: Definition of Grievance	10
Section 2: Time Limits.....	10
Section 3: First Step - Oral & Written	10
Section 4: Second Step - Director of Business	11
Section 5: Third Step - Employee Relations/Superintendent	11
Section 6: Fourth Step - Board of Education.....	11
Section 7: Fifth Step - Arbitration.....	12
ARTICLE VII.....	13
TRANSPORTATION AND SCHEDULING PROCEDURES	13
Section 1: Scheduling.....	13
Section 2: Mainstream	17

Section 3: Special Assignments, Run Times	19
Section 4: Special Transportation	21
Section 5: Transfer	23
Section 6: Reduced Run Bump	23
Section 7: Inclement Weather and Other Emergency Situations	24
Section 8: Transportation Assistant	25
Section 9: Relief Driver	26
Section 10: Substitute Drivers	27
Section 11: Summer Driving	28
Section 12: Summer Holiday Eligibility and Vacation Pay	29
Section 13: Overtime	29
Section 14: Extra Work	30
Section 15: Field Trips	32
Section 16: Lutz Programs	36
Section 17: Payment for Non-Work, Cancellation, Meetings, and Drivers School	36
ARTICLE VIII	38
EMPLOYMENT CONDITIONS	38
Section 1: Physical Examination, Knowledge Test, Driving Record, Driver Skills Road Test	38
Section 2: Commercial Driver's License (CDL)	38
Section 3: Holidays	40
Section 4: Contract Days	40
Section 5: Personnel File	41
Section 6: Seniority	41
Section 7: Loss of Seniority	41
Section 8: Freezing of Seniority	42
Section 9: Resignation	42
Section 10: Retirement	42
Section 11: Automobile Allowance	43
Section 12: Bus Safety Check and Warm-up	43
Section 13: Other	43
Section 14: Continuing Education	44
Section 15: Vacancies, Layoff, Recall, and Transfer	44
Section 16: Damage to Personal Property	47
Section 17: Health and Safety Committee	48
ARTICLE IX	49
INSURANCE	49
Section 1: Medical/Hospital Insurance	49
Section 2: Prohibition of Medical Coverage	50
Section 3: Life Insurance	51
Section 4: Life Insurance for Retirees	52
Section 5: Dental Insurance	53
Section 6: Optical	54
Section 7: Discontinuance of Premiums	56
Section 8: COBRA	56
ARTICLE X	57
ABSENTEEISM/TARDINESS/DISCIPLINE	57

Section 1: Absenteeism.....	57
Section 2: Discipline, Discharge, Demotion, and Suspension	59
ARTICLE XI.....	60
LEAVE PROVISIONS	60
Section 1: Annual Leave	60
Section 2: Maternity Leave	62
Section 3: Parental Leave.....	62
Section 4: Jury Duty.....	62
Section 5: Educational Leave.....	62
Section 6: Sick Leave.....	63
Section 7: Injury.....	64
Section 8: Workers' Compensation	65
Section 9: Illness in Family.....	65
Section 10: Bereavement Leave	66
Section 11: Personal Leave.....	66
Section 12: Extended Health Leave.....	67
Section 13: Family Medical Leave Act (FMLA)	68
Section 14: Union Leave	68
Section 15: Conference - Workshops	68
DURATION OF AGREEMENT	69
SALARY SCHEDULE	70
LETTER OF CLARIFICATION	71
USE OF SICK AND DISCRETIONARY DAYS.....	71
LETTER OF UNDERSTANDING	72
FLEXIBLE SPENDING ACCOUNT.....	72

AGREEMENT

This Agreement entered into on the 28th of June, 2018, between the Intermediate School District, County of Macomb, hereinafter referred to as the Employer and the Michigan Council 25, AFSCME, AFL-CIO and its Affiliated Local Union 2598 on behalf of Transportation Employees as noted herein, hereinafter referred to as Union and Employees.

The provisions of this Agreement shall apply to all Employees regardless of employable age, sex, race, color, national origin or creed.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer and Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

The parties hereto also recognize that it is essential for the health, safety and public welfare that services to the public be without interruption, that the right to strike is forbidden by the Statutes of the State of Michigan. An employee guilty of engaging in a slowdown, work stoppage, or strike shall be subject to disciplinary action up to and including discharge.

ARTICLE I
EMPLOYEE RIGHTS
(Including excerpts Act 379 of P.A. 1965, as amended)

Section 1: Right to Organize (Section 9, Act 379)

It shall be lawful for public employees to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public Employers through representatives of their own free choice.

Section 2: Unfair Labor Practices (Section 10, Act 379)

It shall be unlawful for a public employer or an officer or agent of a public employer:

- A. To interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in Section 9.
- B. To initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization provided that a public employer shall not be prohibited from permitting employees to confer with it during working hours without loss of time or pay.
- C. To discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization.
- D. To discriminate against a public employee because he has given testimony or instituted proceedings under this Act.
- E. To refuse to bargain collectively with the representatives of its public employees, subject to the provisions of Section 11.

Section 3: Use of Building

The Union and its representatives may have the right to use the MISD buildings at all reasonable hours for meetings provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of rooms one (1) hour before the commencement of the business day

ARTICLE II

nor until 6:00 P.M. of that business day. Such use will require that the Union follow the established building scheduling procedure. The administration shall not be required to open buildings on days or at times they are normally closed. The Union shall assume the liability for and hold the administration harmless for any damages resulting to persons or property from internal meetings at which administration is not present, unless damages have resulted from building defects.

Section 4: Bulletin Boards

The Union shall have the right to post notices of its activities and matters of Union concern, excepting public political campaign materials, on the bulletin board provided by the Employer. Said notices also may be circulated through office mail service.

Section 5: Furnishing Information

The Board agrees to make available to the Union, in response to reasonable requests, information concerning the financial resources of the district, tentative budgetary requirements and allocations, etc. that will assist the Union in developing intelligent, accurate and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process any grievance or complaint. The Union agrees to reimburse the Employer for the cost of labor and materials expended to comply with this section. Nothing contained herein shall require the Board to compile materials in ways they are not normally compiled.

Section 6: Listing of Salaries of Employees

Upon request by the Union Chapter Chairperson the Employer agrees to furnish semi-annually a listing of classifications and salaries of bargaining unit members. Updating this list will be the responsibility of the Union. The Employer will make available the necessary data, or afford reasonable access to the records.

Section 7: Use of Telephone

The Chapter Chairperson and/or the four Stewards shall be entitled to use a phone for union business in the Transportation Administrator's office provided such usage does not interfere with office operations.

Section 8: Copies of Agreement

Copies of this Agreement shall be printed at the expense of the Board and shall be presented to all personnel covered by this Agreement. New employees shall receive a copy at the time of employment.

ARTICLE II
MANAGEMENT RIGHTS

Section 1: The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to promote and transfer all such employees.
- C. The Union recognizes the Employer's rights to manage its affairs and direct its work force.
- D. The Union agrees that its members will not engage in activities during working hours that may detract from their productivity.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance therewith, shall be limited only 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 Constitution and laws of the State of Michigan and the United States.

ARTICLE III

STEWARDS AND ALTERNATE STEWARDS

Section 1: Stewards

- A. Employees shall be represented by four (4) Stewards and one (1) Chapter Chairperson who shall be regular employees working in that group. The names of such stewards and chairperson shall be certified in writing to the Director of Employee Relations within one week of the effective date of the change. For representation during disciplinary hearings see Discipline, Discharge, Demotion and Suspension, Article XII, Section 2.
- B. The Union Stewards and/or Chapter Chairperson shall receive payment for actual time worked representing employees at meetings (investigative, grievance and discipline) convened by the employer.
- C. The Transportation Administrator will advise the Union, in writing, of the management chain of command regarding individual matters, and will continue to provide subsequent changes in writing.

Section 2: Special Conference

- A. After ratification of the Agreement either party may request conferences to discuss matters which may arise from time-to-time which are of mutual concern to the parties. Both parties may be represented by a maximum of three (3) persons. However, the Union may add a council representative and the Employer may add an Employee Relations representative. Other additional witnesses may be arranged by mutual agreement.
- B. Discussion during such conferences shall be limited to problems indicated on a written request for such conference. However, contract alterations shall not be discussed except by mutual agreement of both parties. Any contract alteration shall take effect upon ratification of both parties. Conferences shall be held at the earliest opportunity following such request. Any language agreed upon by special conference must be ratified by the membership and the Board of Education.

ARTICLE IV
NEW EMPLOYEES

Section 1: Probationary Period

- A. Probationary period for new employees will be a period of ninety (90) working days during which time the employee must serve on the job to determine his/her ability to perform assigned duties. If at any time during this period it is determined by the Employer that the employee's work habits or quality of work is not satisfactory, the Employer may dismiss the employee. There shall be no seniority among probationary employees.
- B. New employees hired who have been on substitute status continuously for six months and who have performed satisfactorily as a driver or transportation assistant for ninety (90) working days within that period will not be required to serve a probationary period for either transportation assistant or for driver.
- C. New employees will select a route from those vacancies available on their date of hire.
- D. If an employee's probation is completed and a position is opened for bid, that employee shall have the option to bid on an open route before any employee with an earlier hire date whose probationary period has not been completed.
- E. Seniority within a classification is accrued from the first day worked in that classification after successfully completing a probationary period if applicable (see B above).
- F. Once an employee's probationary period is successfully completed, seniority shall be credited from the first day of hire and that employee shall be entitled to bid on posted routes or at route selection according to his or her seniority ranking.

ARTICLE V
SALARY CONSIDERATIONS

Section 1: Rates for New Jobs

When a new job is created in the unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the rate is proper, the Union and the Employer shall meet to negotiate a proper rate.

Section 2: Payroll Procedures

All authorizations for payroll deductions will be made on appropriate available forms.

- A. U.S. Bonds
- B. United Foundation
- C. Credit Union
- D. Any of the tax sheltered annuity carriers approved by the Personnel Department
- E. Any other mutually agreed upon items

Section 3: Longevity Compensation Policy

The Macomb Intermediate School District Board of Education hereby establishes a policy of payment of additional compensation to those employees having a record of long continued employment and service with the MISD as recognition of the value of experience gained by such length of service and to encourage same. All employees included in this bargaining unit shall be included in said policy.

ARTICLE V

- A. Employee longevity shall be paid as per the following schedule, provided such employee qualifies as to length of service as per item 1:
 - 1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years continuous employment on or before October 31st of any year.
 - 2. Credit shall be given retroactively for continuous employment years of service by MISD employees existent as of the effective date of this longevity policy.
 - 3. Employee longevity shall be paid as per the following schedule, provided such employee qualifies as to length of service as per item 1.

<u>STEP</u>	<u>CONTINUOUS YEARS SERVICE ON OR BEFORE OCTOBER 31</u>	<u>AMOUNT</u>
1	5-9	\$ 450
2	10-14	650
3	15-19	850
4	20-24	1,000
5	25 and over	1,200

- B. Longevity compensation shall be a separate and distinct annual payment to those eligible employees but shall be considered a part of the regular compensation and as such, subject to withholding tax, social security, retirement deductions and all other deductions required by Federal and State Law and the regulations and ordinances of the County of Macomb.
- C. Computations of longevity compensation shall be made by the Superintendent for the MISD and paid upon approval by the Board of Education of the MISD.
- D. Payments to employees eligible on October 31st of any year shall be due on December 10th following. The annual period covered in computation of longevity shall be from November 1st of each year through and including October 31st of the following year.

ARTICLE V

1. After having met the initial time requirements to be eligible for longevity pay, either full or half longevity payments will be paid in accordance with the following:
 - a. To receive a full longevity payment, an employee must have been physically on the job a minimum of ninety (90) days during the eligible longevity period (November 1 through October 31).
 - b. To receive one-half longevity payment, an employee must have been physically on the job a minimum of forty-five (45) days during the eligible longevity period (November 1 through October 31).
- E. Those employees who choose to retire at the end of the fall session or at the end of the summer session of a current school year and who qualify will receive their longevity stipend for that year in December.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 1: Definition of Grievance

A claim by an employee or the Union that there has been a violation of any provision of this Agreement or the applicable laws of the State of Michigan and/or the Constitution of the State of Michigan or the United States.

Section 2: Time Limits

- A. Grievances shall be deemed invalid if not presented at the First Step within five (5) working days of the occurrence and if not appealed within the time limits set forth at each step.
- B. Extensions on time limits may be extended if mutually agreed upon by the parties in writing.

Section 3: First Step - Oral & Written

- A. The union representative and/or employee shall consult with the building principal or immediate supervisor to determine the proper party with whom a potential grievance should be discussed. The building principal or immediate supervisor shall so inform the union representatives and/or employee. This contact shall validate the grievance if made within five (5) working days of the occurrence.
- B. A "grievance meeting" shall then be requested by a union representative and/or employee with the supervisor or director for the action being grieved and having the authority to adjust that action (as indicated by the building principal or immediate supervisor). Following a request by the union or an employee, a meeting will be scheduled within ten (10) working days. The request shall stipulate that the discussion is to be a "grievance meeting". The request shall also stipulate what provisions of the contract or law have been violated. If the matter is resolved, no record shall be required. If the Union is not present the administration shall notify them of the outcome. Any resolution at this level shall be without prejudice and create no precedent.

ARTICLE VI

- C. If the grievance is denied or if no resolution is reached at the grievance meeting a union representative shall reduce the issue to writing, citing the contractual provisions and/or law violated and deliver it to the person with whom the said meeting was held within five (5) working days. The member of the administration with whom the meeting was held shall set forth his answer in writing and return it to the Union within five (5) working days.
- D. If the First Step, Oral and Written, is with the superintendent or his/her designee, an appeal may be made directly to the Board level.

Section 4: Second Step - Director of Business

The grievance may be appealed to the Second Step by filing a copy of the original grievance and answer, along with the reasons for the appeal, with the Director of Business within five (5) working days of receipt of the written answer in the First Step. The Director of Business shall consider the issue and return an answer in writing within five (5) working days of receipt.

Section 5: Third Step - Employee Relations/Superintendent

The grievance may be appealed to the Third Step by filing a copy of the original grievance and answer, along with the reasons for the appeal, with the Director of Employee Relations within five (5) working days of receipt of the written answer in the Second Step. The Superintendent and/or his designee and/or the Director of Employee Relations may meet with the union representatives and shall respond in writing within ten (10) working days of receipt.

Section 6: Fourth Step - Board of Education

- A. A grievance may be appealed to the Fourth Step by filing a copy of all materials exchanged at the lower steps, along with reasons for the appeal, with the Director of Employee Relations within five (5) working days of receipt of the written answer at the Third Step.
- B. At a regular meeting within thirty-five (35) calendar days after receipt of the appeal, the Board of Education shall hear the grievance. Either party may request, and both may agree to conduct the Board level grievance hearing before a sub-committee of two (2) Board members. The Union shall be given notice of the hearing date and upon request, may introduce testimony and argument in support of the grievance at the hearing. No later than at its next

ARTICLE VI

regular meeting after the hearing the Board shall make its decision on the grievance. Such decision shall be communicated in writing by the Board or its sub-committee within five (5) working days to the Union.

Section 7: Fifth Step - Arbitration

- A. Within thirty (30) calendar days after receipt of the answer at Step Four, the Union may move the grievance to arbitration by notifying the Employer and AFSCME Council 25 of their intent to arbitrate. The parties shall then attempt to mutually select an arbitrator.

If within thirty (30) calendar days from the Union's notice of intent to arbitrate, an arbitrator has not been mutually selected, the grievance may then be appealed by AFSCME Council 25 to the American Arbitration Association to be processed in accordance with its voluntary labor arbitration rules.

- B. Any arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the parties within the four (4) corners of this Agreement and pertaining to the interpretation thereof. He shall be without power and authority to make any decision, contrary to or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law. The arbitrator's decision shall be in writing.
- C. Fees and approved expenses of an arbitrator will be paid by the parties equally.
- D. To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved and the Employer and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such arbitrator.
- E. The Employer and the Union each shall bear the full costs for its representative counsel in the arbitration.

ARTICLE VII

TRANSPORTATION AND SCHEDULING PROCEDURES

Section 1: Scheduling

- A. Drivers' schedules will be set by the Employer. Routes will be timed and estimated prior to the beginning of the school year. Adjustments will be made throughout the year as necessary. Unless circumstances dictate otherwise, the employer will inform the union of any change that could cause bumping or layoff prior to change being implemented.
- B. If a driver or transportation assistant runs over or under their bid time (except for student absenteeism) for four (4) consecutive weeks during the fall session or two (2) consecutive weeks during the summer session, the employee shall request a time adjustment in writing. If an audit is necessary, the audit will be done within two weeks of the written request. If the audit is not done or the Employer has not responded to the request in the two week period thereafter, the driver shall be given the time (for purposes of calculating holiday pay, sick pay and vacations) until such time as the supervisor can audit the run. The Transportation Administrator shall prepare a "Notification of Audit" explaining the types of activities that may be reviewed during such audit, and shall explain the procedures at each route selection time, and provide each driver and transportation assistant with a written copy. Drivers shall be informed that the employer may audit a route at any time during the year. Should a driver be audited, he/she shall be notified of the results.
- C. Normally route packets will be distributed five (5) working days prior to route selection to the union representatives and three (3) working days prior to route selection to the employees with hours, buses, names, addresses, types of chairs, car seats, restraints, and safety vests, provided this information is available. Transportation assistants and their hours will be included. In order to best serve the needs of students, Drivers and Transportation Assistants will be informed when there is relevant health and behavior information to review. Medical information, if available, will be included in the route book before the student is transported. Drivers and Transportation Assistants are responsible for reviewing information about students assigned to their route. Personally identifiable information about students and their families is confidential and may not be disclosed (shared with anyone else). Both parties understand that last minute address changes, late bus deliveries, additional special assignments,

ARTICLE VII

etc. will occur.

- D. Fall route selection for bus drivers shall be scheduled during the week before fall session begins. Transportation Assistants shall select their routes on the following work day. The route selection dates will be posted in the transportation office the first Monday in June, if the school calendar is available. If a calendar is not available, employees will be notified as soon as the calendar is published. Selection of routes shall be according to seniority. Any route established during the school year will have a bus assigned to it before the route is posted, if possible. New routes will go into effect at the beginning of the school year. Labor Day shall be paid at new route hours.
- E. If school is not in session, the driver's route selection will be divided into a.m. and p.m. sessions. Selection of routes shall be according to seniority. Each individual will have a maximum of five (5) minutes to select a route and special assignment, if available. Should an employee not be able to make a selection within the allotted time, the employee will be allowed to request an additional, one-time, five (5) minutes. Should the employee still not be ready to make their selection, they would be bypassed and route selection will continue with the next employee.

Once the next employee has made their selection, route selection will return to the bypassed employee. That employee will be given two (2) minutes to make a selection. If the bypassed employee still cannot make a selection, they will be bypassed a second time. Once the next employee has made their selection, route selection will return to the bypassed employee and have two (2) minutes to make a selection. The process will continue as many times as necessary.

- 1. Dry runs will be mandatory unless exempted by a supervisor. Bus drivers and Transportation Assistants will report to work at their regularly scheduled time on the last workday prior to school starting in the fall (excluding the Friday before Labor Day). This day will be utilized for practice routes and preparing the assigned bus and equipment for the route.
 - 2. Extra work for Bus Drivers and Transportation Assistants (organizing equipment) if available will be posted on route selection day and awarded by seniority.
 - 3. An optional 4-hour equipment set-up shall be scheduled prior to Labor Day.
- F. The summer route selection shall begin the first Monday in June for Drivers and the following work day for Transportation Assistants. The summer route

ARTICLE VII

selection will be conducted in the same manner as the fall session. New routes will go into effect at the end of the "Traditional Calendar". The time limit for the bid packets are in "C." above.

If school is not in session, the drivers' route selection will be divided into a.m. and p.m. sessions. Selection of routes shall be according to seniority.

- G. To be eligible for summer route selection, any employee who is on medical leave must return to work prior to their route selection day. Employees who are unable to return prior to route selection, and returns to work for the "Extended Year Calendar," must return to an open route. If an open route is not available, the returning employee will bump the lowest senior employee with a route. The bumped employee will then move to the "extended relief position.
- H. Attendance at route selection is mandatory unless exempted by the Transportation Administrator. The request to be exempted from route selection must be submitted to the Transportation Administrator or designee in writing no later than the workday prior to route selection.

If the employee wishes someone else to choose their route for them a form will be provided by the Transportation Administrator including the reason, the name of the proxy employee, the proxy employee's signature and the requesting employee's signature.

In case of a last minute emergency, you must make direct contact with the Transportation Administrator.

If an employee does not attend route selection and has not been exempted he/she must take an open route. If there is no open route, the employee will bump the least senior employee in that classification.

In the event of extraordinary circumstances, the employee may ask for the reinstatement of his/her bumping rights. The reinstatement of bumping rights of an employee absent from route selection will be determined by the Transportation Administrator.

- I. Tentative lists of dates for proposed half-days and non-student days (other than holiday breaks) shall be supplied to the Transportation Department by the respective schools as they become available. This shall not preclude subsequent revision by the schools.
- J. If a new run becomes available after route selection that could be attached to an existing route, as determined by management

ARTICLE VII

1. The new run will be posted and awarded to the highest senior driver/TA whose route is eligible and would not exceed 8 hours or if none to the route that would have the least amount of time not to exceed ten (10) hours per day.
 2. If a driver and TA are needed, the current route assignments will be taken into consideration for eligibility. If the highest senior driver and TA cannot meet to complete the assignment, the employee with the highest district seniority will be awarded the assignment with the highest senior employee who can meet the eligibility requirements. If none of the applicants can meet the eligibility requirements with the highest senior employee, then proceed to the next highest senior employee who applied for the work and is eligible for the work. (EXAMPLE: A Bovenschen driver and Peters TA could not do the same work).
 3. Once a run is assigned, it becomes part of the route.
 4. If none of the applicants are eligible, the new run will be assigned to an eligible open route and then reposted, if no eligible open route, then the new run is assigned to the lowest senior person whose route is eligible.
- K. When a run lasts for more than sixty (60) working days, it shall not be considered a temporary run but shall be posted and bid as a permanent run.
- L. When drivers and/or transportation assistants lose their fifth (5th) day due to teacher in-service days, any extra work shall be offered to them before a substitute, providing it does not constitute overtime pay.
- M. Break Time After Unloading
- Employees shall not be paid in excess of seven (7) minutes for time spent in a school building after students have been unloaded.
- N. Route book maintenance is the responsibility of the driver. However, before driver updates route book, he/she must obtain prior approval if additional pay is requested. Management will attempt to provide, if available, the following information for route books:
- Special equipment such as car seats, safety vests, and straps.
 - Information regarding loading and unloading of students at facilities.
 - Beginning and ending times for mainstreams assigned to routes.
 - Information as to whether there is a Transportation Assistant on the route.

ARTICLE VII

- Relevant medical information about students.
- O. Special conditions regarding students will be shared with transportation personnel if available. Drivers and transportation assistants will be informed of students that require special equipment. As determined by management, appropriate training will be provided (i.e., bulb syringe, oxygen suctioning or CPR or other conditions as prescribed by a medical doctor). Drivers will also be informed of students assigned to their routes who are identified as medically fragile, prior to route selection and/or if assigned after route selection. Training will be made available as part of normal in-service activities.
- P. If a route is scheduled for four days with a mandatory show-up on the fifth day, the minimum hours for that fifth day for the purpose of Board paid days off as well as income protection/long-term disability, shall be based upon ten (10) hours per day, and that day shall be considered a part of the regular route. In addition, that Driver/TA shall be scheduled for the highest available hours for that day, by seniority, with the Flint and Relief driver/transportation assistant and shall be entitled to field trips and extra hours when eligible, based upon the equalization chart.

Section 2: Mainstream

A mainstream shall be defined as the transporting of students to or from a local district or Center program school. In addition, students who are in the Center program on a part time basis (i.e., shortened day per IEPC) may be defined as mainstreams.

- A. Mainstream students will be assigned to routes before route selection, whenever possible, and bid as part of the regular schedule. Management will attempt to assign mainstreams so as to be within 6.5 miles of the morning drop off school or the first afternoon pick up school, whichever is applicable. Management will attempt to schedule mainstreams so as not to cause a route to go into overtime. However, drivers/TAs may bid on a posted Mainstream that would take them over eight (8) hours per day. Mainstreams will be assigned to routes causing the least amount of time, not to exceed ten (10) hours per day.
1. New mainstream students will be added to existing mainstreams whenever possible based on routing efficiency. Routing efficiency, including but not limited to factors such as miles traveled, time of travel, availability of route, restriction of overtime, coordination with other mainstream students, or utilization of layover time.
- a. Priority for assignment of new mainstream students will be given to

ARTICLE VII

drivers/transportation assistants who have lost previous mainstream students resulting in a loss of time.

- b. Whenever possible, new mainstream students that are assigned to existing mainstreams will be done on a rotation basis, providing routing efficiency on the routes is equal and there is not added cost to the district.
2. If existing mainstreams cannot service new mainstream students, a new mainstream will be established. This new mainstream will be posted for two (2) days and awarded to a driver/transportation assistant whose route allows him/her to do the mainstream without going over 8 hours. (Exception per Article IX, Section 2A above). Management will attempt to assign new mainstreams so as to be within 6.5 miles of the morning drop off or the first afternoon pickup, whichever is applicable. Priority will be given to a driver/transportation assistant who has previously lost a mainstream.
 - a. Assignment will be based on the following criteria:
 1. Routing efficiency as defined in paragraph 1 above, to driver/TAs servicing the nearest center program school.
 2. The mainstream does not conflict with regular a.m. and p.m. route.
 3. Seniority.
 - b. If no one bids on the mainstream, the mainstream will be assigned to an eligible open route and then reposted, if no eligible open route, then the mainstream is assigned to the lowest seniority driver/TA fulfilling the criteria in the above paragraph 2.
 3. In addition to the above criteria in paragraph 2, it shall be understood that:
 - a. A mainstream that starts immediately after the a.m. route will be assigned to a driver at the nearest school served by MISD buses to the first pick up point on the mainstream.
 - b. A mainstream that begins at base and returns to base will be assigned by seniority to a driver/T.A. whose regular route times do not conflict with the mainstream, and the driver/T.A. can complete the route without going into overtime. (Exception per Article IX, Section 2 A)

ARTICLE VII

- c. A mainstream that begins at base and ends at the beginning of the p.m. route, shall be assigned to a driver/T.A. by seniority whose p.m. route starts at the nearest school serviced by MISD buses to the last drop off point on the mainstream.
4. A driver's/TAs daily pay for mainstream will be for actual time on the route. The driver/T.A. shall not be paid for a mainstream if student(s) do not attend. However, if the driver/TA reports to the dispatcher and there is work available management will attempt to assign work to make up the lost time. Mainstream will be considered part of the daily run time schedule for the purpose of holidays, board paid sick days, disability, personal business, bereavement days, and other benefit days.

Note: Management will not take work away from another employee who has been previously assigned.

5. Once a mainstream is assigned it becomes part of that regular route. A driver/transportation assistant shall not have the right to give up one mainstream to gain a different one (i.e. give up a 1-hour mainstream to get a 2-hour mainstream).
6. All new mainstream assignments shall be posted and a copy given to the union.

Section 3: Special Assignments, Run Times

A. Special Assignments

A special assignment shall be defined as the transporting of students, on a regularly scheduled basis, for the purpose of MISD curricular instruction not available within the confines of the school building in which they are housed.

1. At any route selection, special assignments shall be selected by eligible drivers on the basis of seniority. Eligibility shall be defined as follows:
 - a. Assignment is within 6.5 miles of last morning drop off.
 - b. A midday assignment originating from the driver's first P.M. assigned school.
 - c. Midday shall be defined as the time from the end of the morning run to the beginning of the p.m. run.

ARTICLE VII

- d. The driver has no conflicting run.
2. In the event assignments cannot be assigned as described above, the following expanded eligibility will be used:
 - a. Assignment is outside 6.5 miles of last morning drop off, however, within a timeline, as determined by management, in consultation with the union (reference extended eligibility in the Transportation Procedure Manual).
 - b. The driver has no conflicting run.
3. In the event there are still no drivers who volunteer for this special assignment, it will be assigned by management to the lowest senior eligible driver.
4. It will be the responsibility of the driver assigned to run the special assignment until that special assignment ends.

EXAMPLE: Swimming and bowling assignments

5. In the event that a driver who is assigned to a special assignment is absent from his/her regular route, the special assignment will be regarded and treated as a field trip per Section 15 below and is chargeable on equalization. If a driver is absent for three (3) consecutive weeks, a temporary assignment shall be posted for two (2) days and assigned by seniority and eligibility as outlined above. The temporary assignment will remain in effect until the regular driver returns to regular duty. The temporary assignment is not chargeable on equalization. The temporary assignment can be relinquished in order to secure a permanent assignment at which time the temporary assignment will again be posted.
6. As new special assignments occur they will be posted and awarded to highest seniority driver, subject to Sections 1 through 3 above, who bids and who has the fewest number of special assignments.
7. If a special assignment is discontinued permanently, the driver can bump the lowest seniority driver with the same or greater number of specials, provided they meet the eligibility requirements in "1" above, and provided the discontinued special assignment is more than one hour. Drivers cannot be bumped from the first special they selected except for someone being bumped by another driver with only one special.

ARTICLE VII

8. Bumping will be rotated the same as during route selection.

Example: Each driver will select one special by seniority, then after all drivers selecting have made their first selection then it goes back to the highest seniority driver to make a second selection.

9. If a mainstream is posted for bids between the regular runs, a driver shall have the right to give up a special assignment to gain the mainstream. Conversely, a driver shall have the right to give up a mainstream to gain a special assignment.
10. An exception to the above shall be routes identified at route selection as those which have mandatory mainstream or special assignments due to the early start time of the work, if necessary.
11. If a new special assignment is posted for bid that runs “straight through” the time between regular runs, a Driver shall be entitled to give up a “drop” special assignment or one that is scheduled every other week to gain that longer special assignment, provided he/she meets the eligibility requirements in “1” above.

A straight through special assignment shall be defined as a trip where the driver stays with the group from the beginning of the special until the end. It does not necessarily mean from the end of the last morning run to the beginning of the first afternoon run. `

12. Management will fill a special assignment of an absent driver at Lutz School with a sub driver. Sub drivers will be assigned to the shortest special assignment or field trip available. If the trip is over 6.5 miles from the originating school the sub driver will operate the entire trip. Trips less than 6.5 miles from the originating school will be operated as drop offs. A sub driver will drop the group, a benefit driver will return the group at the scheduled return time.

B. Run Times

If personnel from the bargaining unit are utilized for route driving for the purpose of establishing run times it shall be done on a seniority basis.

Section 4: Special Transportation

Special Transportation shall be defined as the transportation of students to and/or

ARTICLE VII

from school, but not during the regular a.m. or p.m. route time. These students will be scheduled in the following manner:

- A. Students transported to or from school, but not during the regular a.m. and p.m. route time shall be scheduled on a mainstream.
- B. Students transported to and from school but not during the regular a.m./p.m. route shall be scheduled with a regular route and if the student is removed from the route, driver/TA may be entitled to bump per Article IX, Section 6, Reduced Run Bump below.
- C. Students who are temporarily scheduled for Special Transportation (i.e. few days/weeks) shall be posted as extra work assignments chargeable to equalization chart.
- D. If a special transportation run becomes available after route selection that could be attached to an existing route as determined by management:
 - 1) The special transportation run will be posted and awarded to the highest senior driver/TA whose route is eligible and would not exceed 8 hours or if none to the route that would have the least amount of time not to exceed ten (10) hours per day.
 - 2) If a driver and TA are needed, the current route assignments will be taken into consideration for eligibility. If the highest senior driver and TA cannot meet to complete the assignment, the employee with the highest district seniority will be awarded the assignment with the highest senior employee who can meet the eligibility requirements. If none of the applicants can meet the eligibility requirements with the highest senior employee, then proceed to the next highest senior employee who applied for the work and is eligible for the work. (EXAMPLE: A Bovenschen driver and Peters TA could not do the same work).
 - 3) Once a run is assigned, it becomes part of the route.
 - 4) If none of the applicants are eligible, the new run will be assigned to an eligible open route and then reposted, if no eligible open route, the new run is assigned to the lowest senior person whose route is eligible.

ARTICLE VII

Section 5: Transfer

If, after route selection, a driver and/or transportation assistant is having difficulties with parents, students, or fellow employees which are irreconcilable, the Employer, employee(s), and the Union shall hold a meeting to attempt to resolve the problem. In the event that there is no resolution, it may be necessary to affect a lateral transfer (i.e. driver to driver, transportation assistant to transportation assistant) agreeable to all parties. The lateral transfer will not displace another employee without their agreement. It is understood that all drivers and transportation assistants have a responsibility to cooperate with one another and shall make every effort to work as a team.

Section 6: Reduced Run Bump

- A. Any driver/TA whose run, excluding mainstreaming, is reduced by one hour or more per day from the posted bid time or established time may:
1. elect to displace an employee with less seniority, or
 2. elect to keep his/her present assignment.

If an employee elects to displace another employee, he/she may not bid on the route when it is posted at the end of the bumping process.

- B. Any driver/TA displaced per "A." above may in turn:
1. elect to displace an employee with less seniority, or
 2. elect to take the vacancy on the reduced run.
- C. Drivers subsequently displaced shall exercise the options in "B." above until:
1. one elects to take the vacancy on the reduced run, or
 2. the low seniority driver is displaced with no other available option.
- D. Employees who have been bumped will have two (2) hours from the time of notification to make their bump choice. If an affected employee is absent the bump process will stop until such time as he/she returns to work. Scheduled route time will not be included in the two-hour time limit. If an employee is notified at the end of a work day of a bump he/she may notify management of the decision prior to his/her next scheduled morning run. Employees who have been bumped shall be provided information as described in Article IX, Section

ARTICLE VII

1C which will be available upon request in the Transportation Office. If for some reason the information is not available the employee shall be granted an extension of two hours after the information is made available.

The lowest senior employee will assume the remaining open position after the bumping process, if applicable.

Employees who have completed their bump process will begin their new routes on Monday of the following week.

Any remaining open routes shall be posted along with the adjusted hours needed to do the route. All drivers/TAs shall have the opportunity to bid for two (2) days, at which time the routes will be awarded by seniority.

- E. Any route that is increased by an hour or more excluding mainstream shall be posted for bid to employees and awarded by seniority. The displaced employee may elect to displace a less senior employee and begin the bump process.

Section 7: Inclement Weather and Other Emergency Situations

- A. On all designated Inclement Weather days (with the exception of snow days as discussed in "D." below) or emergency situations that result in school being called off, drivers and transportation assistants will not be paid and will not be required to call parents. In circumstances where routes are partially disrupted due to emergency situations, drivers and transportation assistants may elect to take annual leave of absence or unpaid leave of absence provided all regular work is covered without the use of mechanics or supervisors. Employees will be used to cover work based on availability and seniority. They may offer to do other work if it is available.
- B. It is the obligation of all Drivers and Transportation Assistants to monitor media reports of inclement weather conditions and school closings. In the case of school closings, Management shall activate a recorded voice message system to inform employees of school closings. If Management has fulfilled its obligation as described above, then only Drivers/Transportation Assistants whose scheduled report time is within an hour and a half of message activation and who report for work will be paid the two hour show-up pay.
- C. When a driver or transportation assistant reports for work as scheduled without prior notification to remain at home and due to mechanical breakdown or any other unforeseen circumstances, his/her run is not available, he/she shall be assigned by the Employer to assist or drive on another run.
- D. Up to three (3) snow days per year may be paid to drivers and transportation

ARTICLE VII

assistants for regular runs only, but not for field trips or special assignments. The Flint relief driver/transportation assistant shall be paid only if scheduled to work that day by the Transportation Department.

Section 8: Transportation Assistant

- A. A transportation assistant is a person who is assigned to a route to assist with students because of specific conditions, as determined by management. The driver and the transportation assistant shall report directly to the Employer; however, it is understood that they should work as a team.
1. Routes requiring a transportation assistant shall be identified in the bid packet.
 2. If an IEPC determines a student's medical condition requires additional staff during transportation, both the driver and the transportation assistant shall be trained and approved to meet the specific needs of the student. In the case of the absence of a trained/management approved bus staff member, a trained/management approved substitute shall be assigned*. An updated record of trained/management approved substitutes shall be maintained in the transportation office and shared with the Union.
 - * If there are no trained/management approved substitutes available, then there shall be one trained/management approved bus staff member working in the role of a transportation assistant.
 3. Provisions shall be made for the transportation assistant to be able to observe the "medically fragile" students in face forward wheelchairs whenever possible.
 4. In cases of extraordinary medical circumstance of a student, as determined by management, a cell phone shall be provided to the driver/transportation assistant.
 5. Transportation Assistants will be eligible to drive the Transportation Department vehicles that do not transport students and do not require a CDL. In order to drive company vehicles, they must present:
 - a valid Driver's License
 - a historical driving record from the Secretary of State on an annual basis
 - a. The employee must notify the employer in writing of any change in driving status during the year.
 - b. Extra work shall be offered to individuals based on the Equalization

ARTICLE VII

Chart. Charges on the Equalization Chart will be based on Article IX, Section 15 5.d. Extra Work.

- B. A probationary period served successfully for the position of transportation assistant shall fulfill the requirements of the probationary period for the position of bus driver found in Article VI of the Agreement. A transportation assistant who assumes the position of driver shall be subject to all of the provisions of Article VI as though he/she were a new employee, except that such employee who would otherwise have been dismissed will instead be returned to the assistant classification.

Section 9: Relief Driver

- A. It is understood and agreed that the position of the Flint relief driver and transportation assistant shall be subject to the terms and conditions of this Agreement.
- B. The scheduled Friday and Sunday trips to Flint (schools for the blind and deaf) shall be posted and bid on the regular bid day. The driver bidding on this run shall work Friday and Sunday on the Flint run. In addition, the driver will be eligible for work in the A.M. and P.M. on Monday, Tuesday and Wednesday, and in the A.M. on Friday, when a substitute is needed to drive a school bus in the absence of another driver. The transportation assistant bidding on this run shall work Friday and Sunday on the Flint run. In addition, the transportation assistant will be eligible for work in the A.M. and P.M. on Monday, Tuesday and Wednesday, and in the A.M. on Friday, when a substitute is needed to fill a position created by the absence of a transportation assistant. In the event such scheduled run is discontinued, the Flint relief driver and transportation assistant shall have the right to bump as outlined in Article IX, Section 4 - Reduced Run Bump.
- C. The drivers/TAs who bid the Flint route shall begin their work week on Monday. Drivers and transportation assistants will be paid time and one-half (1-1/2) for the sixth and seventh day worked in said work week. If attendance is such that all substitutes are being used Monday through Friday (five days) the Flint route(s) will be posted by Thursday for Sunday work for bargaining unit employees. If any bargaining unit employees are scheduled for a four-day week or less they will be given priority over employees working five days. If substitute(s) assigned to the Flint route on Friday is reasonably expected to be needed on an afternoon route, the Flint route will be offered by general radio broadcast Friday morning to bargaining unit employees who are available.

ARTICLE VII

- D. The Flint relief driver shall be entitled to field trips and extra work and charged the same as other drivers per Article IX, Section 15E, provided the special run occurs during the regular work week of the relief driver.
- E. The Flint relief transportation assistant shall be entitled to extra work and charged the same as other transportation assistants per Article IX, Section 15E, provided the extra work occurs during the regular work week of the relief transportation assistant.
- F. For the purpose of Board paid days disability leave, the rate of pay for Sunday shall be based upon the number of regularly scheduled hours for the Flint route. The rate of pay for the remaining days off shall be based upon the average of the worked hours, excluding extra work chargeable on equalization, on routes assigned to the employee for the previous four (4) days worked excluding Thursday and Sunday.
- G. Additional relief driver and transportation assistant positions, if available, shall be posted for bid at route selection. The relief drivers and transportation assistants, as well as the Flint relief driver and transportation assistant shall be scheduled for work by seniority and shall be entitled to field trips and extra hours when eligible, based upon the equalization chart. They will be charged the same as other drivers/transportation assistants per Article IX, Section 15E. They shall have priority for assignments over:
 - 1. drivers/TAs whose bid routes are not scheduled for that day, and
 - 2. substitutes
- H. For the purpose of Board paid days, disability leave, etc. shall be based upon the average of the worked hours, excluding extra work chargeable on the equalization chart, on routes assigned to the employee for the previous four (4) days worked.

Section 10: Substitute Drivers

When an employee is absent and a substitute is called in to fill the absence, the substitute will fulfill the scheduled driver's regular assignment for that period. Transportation assistants may, if qualified, be used as substitutes when needed and will be paid at the substitute driver rate or the transportation assistant rate, whichever is higher, for time worked in that position. This will be assigned by seniority on a rotation basis.

ARTICLE VII

Section 11: Summer Driving

A second route selection will occur in the first full week of June. New routes will go into effect at the beginning of the "Extended Year Calendar". A notice shall be posted by the employer from May 1 through May 15 for employees to indicate a desire to have the summer off or to time share.

- A. There is no express or implied guarantee that summer driving shall be available on either a part time or full time basis. If more drivers want to work than there are available routes, bidding will proceed by seniority until all routes are filled. Lower seniority drivers will then be considered unassigned. Unassigned drivers are not laid off and are not eligible for unemployment compensation. They continue to be employed by the district and to be eligible for such driving opportunities as their seniority entitles them. They continue to be eligible for fringe benefits. Prior to utilizing substitutes during the summer, management shall attempt to schedule unassigned drivers and transportation assistants to meet the needs of the district.
- B. If there are more routes available than drivers that want to work during the summer, the following process will be used to assign employees to the unfilled positions.
 - 1. Substitutes will be used before forcing regular employees.
 - 2. If job share requests have been received, they shall be denied in reverse seniority order ranked by using the higher seniority driver of each team. The drivers whose job share requests have been denied shall have the option of taking the summer off or working a full route. This process would continue until all routes were filled. Transportation Assistants would follow the same process.
 - 3. If there are still unfilled routes, drivers/transportation assistants who have requested the summer off will be required to work in reverse seniority order.
- C. Transportation assistant shall be governed by provisions which are the equivalent of A. and B. above.
- D. After route selection, unassigned drivers/TAs shall sign a posted form indicating a desire to work.
- E. The employer shall attempt to assign open routes no later than one (1) hour prior to starting time.
- F. In the event there are more transportation assistant positions available than

ARTICLE VII

assistants who want to work, drivers may bid on the open positions in order of seniority. Pay will be at the transportation assistant rate. Seniority, however, shall continue to accrue on the driver classification.

- G. Summer job sharing arrangements, if available, may be developed in consultation with the union providing the department is able to fulfill the district's transportation obligations. Rules and regulations as determined by management will be shared with the interested parties.
- H. Summer relief driver and transportation assistant positions, if available, shall be posted for bid at route selection. The summer relief drivers and transportation assistants, shall be scheduled for work by seniority and shall have priority for assignments over:
 - 1. Regular employees who did not secure a route but indicated in writing that they are willing to work, and;
 - 2. Substitutes.

Section 12: Summer Holiday Eligibility and Vacation Pay

- A. The July 4th holiday pay is payable at the rate of the employee's most recent worked day.
- B. An employee who does not successfully secure a summer route but accepts work as a Summer Extended Relief driver/TA may use sick or disability days payable at the rate of his/her most recently worked day. The number of summer extended relief assignments, if any, shall be determined by the Transportation Administrator according to seniority and departmental needs and posted the second Friday after summer route selection. Any employee who works sporadically, but does not have a summer route or a summer extended relief assignment, is not eligible for disability pay during the summer session.
- C. Drivers and transportation assistants who use vacation days will be paid either their bid time for the "Traditional Calendar" school year or their bid time for the "Extended Year Calendar", whichever is higher.

Section 13: Overtime

- A. Work in excess of forty hours (40) hours per week shall be compensable at time and one-half (1-1/2). Saturday, Sunday and holiday work shall be compensable at time and one-half (1-1/2) unless an employee is regularly scheduled to work on Saturdays or Sundays. Work compensable at time and one-half (1-1/2) shall be termed overtime.

ARTICLE VII

Note: Overtime calculation effective June 30, 2014.

- B. An exception to the above shall occur when regular drivers or transportation assistants are used as substitutes for the Flint run on a Saturday or Sunday in a week in which there are four school days or less. In this event regular drivers and transportation assistants utilized as substitutes on Saturday or Sunday shall not be paid time and one-half (1-1/2). Except as stated in Article IX, Section 9, C, no driver or transportation assistant will be eligible for the Flint run if the extra assignment would reasonably be expected to result in a work week longer than five (5) days.
- C. When these assignments become available, drivers/transportation assistants will be assigned from the equalization chart. In the event a driver's/transportation assistant's name comes up, but that driver/transportation assistant has worked five (5) days or is otherwise ineligible to sub the Flint trip as defined above, that driver/transportation assistant will be bypassed. He/she will not be charged for the missed opportunity.

Section 14: Extra Work

- A. When extra work is necessary it shall be offered to members of the bargaining unit before being offered to substitutes. Extra work during emergencies shall be mandatory and not chargeable on equalization. Determination of emergency work shall be determined by Management and is not grievable.

An emergency for the purpose of this section shall include, but not be limited to:

- 1. a mechanical breakdown, inclement weather conditions, or other like circumstances causing school to close early.
 - 2. assisting another driver at a breakdown, accident, or student crisis on the bus.
- B. Employees assigned to routes that are completed early in the a.m. or p.m. will be required to work additional routes if all substitutes available are assigned. The Union and Management will meet prior to route selection to identify routes on the list and to determine the number of early routes that will be left off the list. These employees:
 - 1. must work extra routes before mechanics or supervisors are assigned to a route. However, anyone who has accrued ten (10) hours or more in a day shall have the option to refuse.
 - 2. will be assigned in rotation when possible.

Routes included in this rotation will be identified prior to route selection. If a route is added to this list after route selection the driver/TA will be

ARTICLE VII

- eligible to start a bump if they desire.
3. An employee who gives the Transportation Administrator advance (day before) notice, in writing of conflicting commitments will be removed from the rotation list for that day Documentation may be required.
 4. These employees shall not be used in lieu of hiring substitutes to cover these extra routes.
- C. In cases such as CPI classes, Advanced Bus Driver Training, Route Selection or other days requested by management and agreed to by the Union, a general posting for extra work will be posted. The work with the longest hours will be assigned to the eligible employee with the lowest hours on the equalization chart after field trips are assigned for the day. If there are no eligible employees from either the eligibility or expanded list who have signed the posting, management will assign the work to the employee with the lowest seniority on the eligibility list.
- D. When employees are on annual leave they will not be called for extra work.
- E. When employees are on annual leave they will not be called for excess hours other than in emergencies.
- F. Employee assigned to routes that begin later in the a.m. or p.m. will be required to work additional routes if all substitutes available are assigned. The Union and Management will meet prior to route selection to identify routes on the list and to determine the number of later starting routes that will be placed on the list. These employees:
1. must work extra runs or different routes before mechanics or supervisors are assigned to a route
 2. will be assigned in rotation, when possible
 3. Routes included in this rotation will be identified prior to route selection. If a route is added to this list after route selection the driver/TA will be eligible to start a bump, if they desire.
 4. An employee who gives the Transportation Administrator advance (day before) notice, in writing, of conflicting commitments will be removed from the rotation list for that day. Documentation may be required.
 5. These employees shall not be used in lieu of hiring substitutes to cover these extra routes.

Section 15: Field Trips

A. Field Trip Scheduling

1. A field trip is hereby defined as a MISD sanctioned bus trip that transports MISD students and is not a regular AM/PM special assignment, mainstream, staff shuttle or special transportation run.
 - a. A driver can sign up for any field trip which he/she is available. A driver is available if the field trip would not interfere with the normal bid run and the field trip is not more than 6.5 miles away from the last morning drop off school.
 - b. Drivers shall be eligible whose first p.m. route leaves from the school that a midday trip services, in conformance with the equalization chart.
 - c. Midday shall be defined as the time from the end of the morning run to the beginning of the p.m. run.
 - d. In the event of a last minute change of times, destination or trip conditions, the administration will attempt to offer the trip to the lowest eligible person on the equalization chart by means of open mike or personal notification. The administration will not attempt to repost. The administration will not be obligated to assign a driver who previously bid.
 - e. The Union agrees that there may be times when it will be impracticable for MISD buses and/or drivers to be used on certain field trips. When this problem occurs the Employer and union representatives shall meet prior to the field trip to attempt to resolve the matter.
2. In the event assignments cannot be assigned as described above, the following expanded eligibility will be used:
 - a. Assignment is outside 6.5 miles of last morning drop off, however, within a timeline as determined by management in consultation with the union.

ARTICLE VII

- b. The driver has no conflicting run.
3. In the event there are still no drivers who volunteer for this field trip, it will be assigned by management as follows:
 - Substitute driver who meets first eligibility requirements
 - Substitute driver who meets expanded eligibility requirements
 - Driver with the lowest seniority who meets first eligibility requirements and who can do the entire trip
 - Driver with the lowest seniority who meets first eligibility requirements and who can do part of the trip (D/O or P/U only).

B. Field Trips – Notification

1. The Employer shall attempt to post field trip signup sheets including date, time, location and anticipated number of buses needed at least forty-eight (48) hours in advance of departure.
2. The Employer shall attempt to assign the field trip to a driver from the signup sheets according to date, time and anticipated bus number at least the day before the departure.

C. Field Trip Substitutes

If a substitute driver is assigned to a regular driver's run which includes a field trip for that day, then the Employer shall initiate calls to contact the top two eligible regular drivers in rotation on the equalization chart and if they are not available or refuse to take the field trip, then the Employer shall use available drivers who volunteer for the assignment. If there are no volunteers, then management may use substitutes to fill the assignments.

D. Fill the special assignments at Lutz School with sub driver.

1. Current practice has been for one single run Lutz driver to double both special assignments. The remaining driver takes the field trip. In the event of absenteeism the following parameters are used to fill the open work:
2. Sub drivers will be assigned to the shortest special assignment or field trip available. If the trip is over 6.5 miles from the originating school the sub driver will operate the entire trip. Trips less than 6.5 miles from the

ARTICLE VII

originating school will be operated as drop offs. A sub driver will drop the group, a benefit driver will return the group at the scheduled return time.

E. Charging on the Equalization Chart

If an employee gets paid for work over and above their regular work, they will be charged on the equalization chart. This includes mandatory extra work as described in Article IX, Section 14, Paragraphs B and E above.

1. Field trips, special assignments, mainstreams and extra work shall be charged on a single list as follows:

- a. At the beginning of school in the fall and at the beginning of the summer program, all drivers and transportation assistants shall have their charges reduced to zero on a new equalization chart.
- b. When a new employee is hired or an employee transfers to a new classification (such as transportation assistant to driver), he/she will automatically be placed on the equalization chart by adding the current equalization totals for all employees in their classification, in which their a.m. eligibility school is determined, and dividing the total by the number of eligible employees.
- c. Whichever driver/transportation assistant has the least amount of hours at a given time shall be eligible for the next assignment, subject to Article IX, Section 15, Paragraphs A. 1a and 1b above. However, if more than one person has the same hours, the driver/transportation assistant with the most seniority shall be assigned.
- d. A driver/transportation assistant who is unavailable due to a regularly scheduled work shall simply be bypassed.
- e. Charges of the equalization chart will be based upon information from the "Equalization Charge Form." This form must be turned into the office and date stamped at the end of that work day.
- f. Drivers/transportation assistants who fail to turn in the "Equalization Charge Form" on the same day as the extra work will be given a four-hour charge plus be asked to turn in the form and charged that time too.

2. Field Trips

ARTICLE VII

- a. A driver who signs the field trip sign up sheet and is awarded the trip, then refuses the trip will be given a four-hour charge.
 - b. Emergencies may be considered by the employer.
 - c. The field trip sign-up sheet charge will be based upon the scheduled pick up time at school, to the scheduled drop off time back at the school regardless of any travel time to/from base or other schools.
3. Special Assignments - Open (Driver Call Off)
- a. A special assignment that you do but is not your special assignment will be charged as a field trip as outlined above.
4. Mainstreams
- a. When a driver does a mainstream that is not part of their regular route the charge will be:
 - from the scheduled pick up time for the first student to the ending time at the base, or,
 - from the scheduled starting time at the base to the scheduled ending time at the base, or,
 - from the scheduled starting time at the base to the drop off time of the last student.
5. Extra Work
- a. Extra work will be awarded based on the updated equalization chart reflecting work completed 2 days prior. (i.e.; Charges on the equalization chart will be made before the next day's *posted* extra work is assigned)
 - b. A list of extra work assigned will be kept by the administration.
 - c. Pay will be for the actual hours worked.
6. In the event an error is made so that a driver works out of sequence, the remedy will be to bypass that driver until the rest have caught up through the normal function of assigning driver.

ARTICLE VII

7. Eligible employees who are on board paid leave when work is scheduled will be charged a refusal.
8. When an all day field trip or a field trip running concurrently with either the morning or afternoon run is scheduled, the equalization chart sequence shall be followed provided that a competent substitute driver as determined by the Employer is available to assume the regular driver's run.
9. Any charges that are missed by the employer will be added to the equalization chart upon verification.
10. Charges will be entered on the equalization chart as described in Article IX, Section 15, Paragraphs E5a above, except for mechanical breakdown (for example, computer system problems, power outage, etc.).

Section 16: Lutz Programs

- A. Lutz vehicles shall be defined as vehicles other than school buses that are used to transport Lutz School students to work sites where flexibility and mobility between work sites is needed. During the length of this contract the only students transported by these vehicles will be Lutz School students. The maximum number of vehicles for this purpose is four (4).
- B. The employer agrees that this work shall continue to be limited to the types of jobs required to meet the needs of Lutz School students (specifically dealing with flexibility and mobility between work sites) and shall not be expanded to include work assigned to the school bus drivers.
- C. A fifth vehicle shall be provided for the laundry.
- D. It is further agreed that one of the above vehicles may be used to assist at inter-site (i.e., present shuttle service for Regional Soccer). However, at the Mt. Pleasant Special Olympics, this vehicle is not to be used if the MISD bus and driver are available to transport students.

Section 17: Payment for Non-Work, Cancellation, Meetings, and Drivers School

- A. Layover

When there is a half (1/2) hour or less between a regular run and a field trip or special assignment, the driver will be paid continuously and this time shall be

ARTICLE VII

allowed as a lunch period.

B. Cancellation of Field Trips

If a field trip is cancelled, drivers are reassigned without loss of turn to the next field trip available.

C. Half-Day Runs

When one-half (1/2) day sessions occur, the drivers/transportation assistants shall be paid continuously only if there is insufficient time to return to base. The drivers/transportation assistants shall be allowed to use forty-five (45) minutes of this time for lunch break while the remainder shall be spent cleaning the bus or performing other duties as assigned by the Employer.

D. Drug/Alcohol Testing

The employer may implement reasonable rules for drug testing.

E. Qualification Testing

An employee shall be paid for time spent qualifying which includes the driving skills test administered by the state, and a physical examination.

F. Return Visits to Clinic

Employees shall be paid time for return visits to clinic.

G. Meetings and Drivers' School

1. Transportation employees will be paid their regular rate of pay while attending drivers' school and all meetings called by the Employer.
2. Drivers and transportation assistants will be paid the regular rate of pay while attending meetings regarding student problems where the meeting has been scheduled by the administration and where the time spent in the meeting is in addition to the regular hours worked.
3. Drivers and transportation assistants who are required to wait at the end of their run for a meeting called by the administration will be paid for their waiting time, not to exceed one-half hour.

ARTICLE VIII

EMPLOYMENT CONDITIONS

Section 1: Physical Examination, Knowledge Test, Driving Record, Driver Skills Road Test

- A. Required physical examinations, knowledge tests, driving record provisions, and driver skills road tests shall meet and comply with the required procedures, conditions, and restrictions as required by law and all rules, regulations, and procedures promulgated by the State Board of Education pursuant to state and federal laws.
- B. Each employee at the discretion of the Board shall, prior to entering upon his/her employment or upon return from leave of absence or upon return from sick leave, submit to a physical examination by a physician designated by the Employer and such examination shall be at the Employer's expense.
- C. All drivers and transportation assistants of school buses shall submit to a physical examination as permitted by law and required by the Employer. The physician(s) will be designated and approved by the Board. The Board will pay the full cost of the required physical examination for bus drivers and transportation assistants, provided they be given the physical examination by the physician(s) designated by the Board. The Employer shall notify bus drivers and transportation assistants thirty (30) days in advance of physical examination being due.

Section 2: Commercial Driver's License (CDL)

- A. Current Commercial Drivers Licenses (CDL), along with any state required endorsements, are required of all personnel driving school buses. The Board will prepay the employee for the license and testing fees if requested eight (8) weeks in advance. New hires will be reimbursed at the end of their probationary period provided they then are retained in a driving capacity.
 - 1. Persons failing to renew the CDL at expiration date or failing to pass the MISD required skills test shall be considered ineligible to drive. Persons failing the test after their third attempt will be eligible for the next open transportation assistant position for which they are qualified at the transportation assistant rate or to substitute as a transportation assistant at the substitute rate.

NOTE: Persons substituting do not accrue seniority or fringe benefits.

- 2. Any driver who has had a chargeable accident will take a CDL test (Pre-

ARTICLE VIII

trip, skill and road tests).

3. An employee shall be paid for time spent qualifying for the driving skills test (CDL) administered by the state, a physical examination, and any additional tests that may be required. The employer will provide at the employee's request one-on-one assistance for no more than two (2) hours a day not to exceed a total of four (4) hours. This will be paid time. Any additional practice time will be unpaid time.
4. A driver who fails the MISD required skills tests shall be prepared to be retested within five working days from the previous attempt. However, if no one is available to help the driver prepare, the manager shall grant an extension upon the employee's request.
5. The Employer may select certified drivers to help other drivers prepare for the CDL Driver's Skill Test.
 - A. If it is determined by management that there is a need for drivers to assist with CDL training a notice shall be posted for two (2) days. Employees who are interested shall submit notification to the employer in writing.
 - B. Employees who are considered equal in qualifications by the employer will be selected by seniority. The Employer, in determining qualifications, shall consider the employee's employment history including, but not limited to, testing such as CDL or other applicable testing, driving record, rapport with public and employees, communication skills and attendance.
 - C. Employees assisting with training must follow established training procedures. If the employee's training performance is not satisfactory to the employer the employee will not be utilized.
 - D. Employees who assist with training must be willing to train all year (summer inclusive) whenever there is a need. Summer training will be on a voluntary basis. If there are no volunteers, the lowest seniority train(s) will be required to train.
 - E. Time in excess of the regular route shall be charged on the equalization chart.
 - F. It is understood that CDL training/assistance is not exclusive bargaining unit work.

ARTICLE VIII

- 7. It is understood that if a provision of this collective bargaining agreement conflicts with state or federal laws that such laws will supersede.

Section 3: Holidays

- A. The Board will grant the following paid holidays to employees:

Memorial Day	Day after Thanksgiving	New Years Eve
4 th of July	Day before Christmas	New Years Day
Labor Day	Christmas Day	
Thanksgiving	Day after Christmas	

- B. Should a holiday fall on Sunday, Monday will be considered the holiday and if the holiday falls on Saturday, Friday will be considered the holiday. To be paid for said holidays employees must work the last scheduled work day before and the first scheduled work day after or be approved by the Employer for not working such days.
- C. To be paid for said holidays employees must work their full shift the last scheduled work day before and the first scheduled work day after, or be approved by the Employer for not working such days.

Section 4: Contract Days

- A. Employees hired prior to May 1, 2010 will receive two (2) contract days during Christmas week.
- B. These are not holidays.
- C. Historical Note: Six (6) paid contract days resulted from the 1985-1986 settlement wherein other units received a 5% increase. Transportation allocated 2.6% to purchase the six (6) days. They received a 2.4% increase in that year.
- D. Historical Note: Another six (6) paid contract days resulted from the 1986-1987 settlement wherein other units received a 5% increase. Transportation allocated 2.6% to purchase another six (6) days. They received a 2.4% salary increase in that year.

ARTICLE VIII

Section 5: Personnel File

- A. An employee shall be permitted to inspect and copy any material in his/her personnel file with the exception of credentials and references normally sought at the time of employment. The employee shall make an appointment with the Personnel Department. A member of the Personnel Department shall be present when the employee inspects said file. The employee may be accompanied by a member of the Union if desired.
- B. The employee shall initial all evaluation reports acknowledging he/she has read it prior to insertion of such material in the personnel file and may submit a response which shall be kept in said file. The employer will make available to employees copies of forms that are developed and used in the evaluation process.
- C. Test materials and results showing test scores must be kept in each employee's personnel file and shall be available to the employee for review.

Section 6: Seniority

The Union shall not represent probationary employees for any purpose except as required by law. Dismissal of a probationary employee is not grievable. Upon completion of his/her probationary period, the employee will be considered to have seniority computed from the first day of employment. An employee's seniority is understood and agreed to be the length of service acquired and shall start and accumulate from the last hiring date of said employee.

Section 7: Loss of Seniority

- A. The employee resigns.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C. The employee is absent for three (3) consecutive working days without approval of his/her Employer. After such absence, the Employer will send written notification to the Union and the employee at his/her last known address; notifying the employee that his/her employment has been terminated, except in extenuating circumstances acceptable to the Employer.
- D. Failure to return from sick leave and leaves of absence will be treated the same

ARTICLE VIII

as item "C." above.

- E. Failure to meet the qualifications of a school bus driver mandated by the state within one year after such failure.
- F. Retirement under Michigan Public School Employees Retirement Fund.

Section 8: Freezing of Seniority

Freezing of seniority, whereby an employee neither accumulates more nor loses what has already been accumulated, shall take place when:

- A. An employee has been off work for one year due to personal injury or illness.
- B. An employee has been off work for a total of 183 days in the last three (3) contract years (Effective July 1, 2011 – June 30).
- C. An employee has been off work for two years due to work related injury.
- D. Upon leaving a job classification, seniority earned shall be frozen.
- E. In the event an employee from one classification bids into another classification within the unit an employee's seniority shall be frozen on the old classification and begin with day number one on the new classification. A bus driver who bids on a posted position of assistant shall not carry accumulated seniority to the new classification, but in the event of a subsequent bid back to bus driver, shall resume seniority originally accumulated. An assistant who bids on a bus driver vacancy shall not carry accumulated seniority to the new classification, but in the event of a subsequent bid back to assistant, shall resume seniority originally accumulated.

Section 9: Resignation

Resignations shall be in writing and shall be effective as of the date indicated. Once submitted to and acknowledged by the Personnel Department the resignation shall not be rescinded by the employee without the express consent of the Superintendent. The employee shall give ten (10) working days notice. Failure to do so shall result in forfeiture of any earned vacation time.

Section 10: Retirement

The Employer shall continue the benefits as provided by the presently constituted

ARTICLE VIII

Michigan Public School Employees Retirement System provided that the Employer shall pay the employee's retirement contributions as required by law.

Note: Employer and employee are bound by State and Federal laws regarding retirement contributions.

Section 11: Automobile Allowance

Employees who use privately owned automobiles in pursuit of their duties shall be reimbursed at the rate established by the Board for the contract employees providing that such use shall be previously authorized in writing by the Employer's designate.

Section 12: Bus Safety Check and Warm-up

Drivers will be allowed fifteen (15) minutes in A.M. and ten (10) minutes in P.M. for safety check.

Section 13: Other

- A. Drivers and transportation assistants will be provided with information on each child he/she transports.
- B. Drivers and transportation assistants will have use of a school telephone for emergency purposes only.
- C. The Board will supply each driver and transportation assistant with cleaning materials for maintaining bus and will supply tissue to use for children.
- D. Once every three (3) years drivers and transportation assistants can request a winter jacket which they will be required to wear during working hours in the winter. The color shall be mutually agreed upon.
- E. A copy of the MISD policy book shall be forwarded to the Union Chapter Chairperson provided that management of this book shall be governed by the rules and regulations covering all MISD policy books, including return during the summer months for review and updating.
- F. In lieu of "D." above, once every three (3) years drivers and transportation assistants can request a winter jacket and rain jacket which they will be required to wear during working hours provided:

ARTICLE VIII

1. the clothing combination shall cost no more than \$175.00.
 2. the color shall be mutually agreed upon.
 3. all drivers and transportation assistants shall elect the same option.
 4. drivers and transportation assistants have been bargaining unit employees for one (1) year.
- G. A minimum of six (6) hours per year of in-service training will be provided at a time or times deemed appropriate by the Employer.
- H. The employer shall provide at least five (5) workings days' notice for in-services except when in-services are scheduled on days when students aren't scheduled to attend. Employees will be notified if there will be a scheduled lunch break or if they should bring their own lunch.
- I. An opportunity to have first option to offer a proposal if the MISD Board of Education should seriously consider contracting with a private company for transportation services.

Section 14: Continuing Education

With recommendation of his/her department head and prior written approval of Employer, an employee may be reimbursed for tuition paid for successfully completed hours of study which are related to his/her job assignment which have been offered through a fully accredited institution. Said tuition reimbursement will be made upon presentation of evidence of successful completion provided both recommendation and written approval preceded his/her enrollment in said course.

Section 15: Vacancies, Layoff, Recall, and Transfer

A. Vacancies

1. When a vacancy in the Transportation Department shall occur the Employer shall open this vacancy for bidding for two (2) working days.. Bids will be accepted from qualified drivers or transportation assistants who qualify for the position:

EXAMPLE:

Driver to Driver Transportation Assistant to Transportation Assistant

The bidding procedure will continue until vacancies are filled. Placement on the job will take place the first Monday of the new pay period. The Board will, if necessary, post and hire a new employee to fill the vacancy

ARTICLE VIII

that remains. Except for unusual circumstances, or an employee on sick leave, posted positions will be filled within thirty (30) working days after the end of the posting period.

2. When a vacancy has existed in the Transportation Department for ninety (90) working days due to illness or leave of absence, the Employer shall implement the above bidding procedure if the Employer has not already exercised its option to do so prior to this time.
3. The applicant must sign for the vacancy with the Employer's designate, thereby signifying his/her interest in the vacated position. Qualifications, performance and ability being equal, the seniority of the employee will then receive first consideration.
4. Management shall post a resultant open position within ten (10) working days from the time the bidding process has been completed.
5. Employees returning from extended illness or leave of absence may be placed in an opening on the classification until such time as it is posted pursuant to Article X, Section 16, A.2. or if there is none, shall bump the lowest probationary or seniority employee on the classification pursuant to "B" below. Returning employees may not bid on the route they had prior to the beginning of the most recent short-term disability when the route is posted as a result of their absence.
6. An employee who returns from a leave of absence, within the first 90 calendar days of such leave shall be entitled to exercise his/her seniority rights to bid/bump onto a route within his/her classification for which he/she is eligible.

B. Layoff

1. There shall be two (2) separate seniority lists. The classification seniority list will govern layoff and recall. The district seniority list (date of hire) will govern benefits. As used in the Section, seniority describes years of service within a job classification.
2. For purposes of bumping, job classification seniority prevails:
 - a. Drivers can bump only drivers.
 - b. Transportation assistants can bump only transportation assistants.

ARTICLE VIII

- c. The only exception that would occur would be when an employee has worked the other classification and that service is noted on the Personnel records. In this case there are two (2) possible bumps:
 1. Within classification.
 2. Across classification (i.e. the employee must exhaust seniority within present classification first).
 3. In the event of layoff, the order of layoff shall be first substitutes; next, temporary employees; next, probationary employees; next, transferees who are still on probation in the job classification to be reduced; next, other employees within the job classification in accordance with their seniority.
 4. The Board will provide the transportation employees with seven (7) calendar days notice in writing prior to any layoff. The Board shall provide a list of affected employees to the Chapter Chairperson prior to or on the same day as notice of any layoff procedure.
 5.
 - a. Voluntary layoff will be accepted.
 - b. Recall will occur in reverse order of layoff for voluntary layoffs.
 6. Current contract as per Article X, Section C governs recall with the exception of voluntary layoff.
 7. A laid off employee can substitute at substitute rate; no benefits.
 8. Retraining would be offered.

EXAMPLE: Train transportation assistants to drive; put laid off employee on substitute lists as para-professionals, custodians, clerical staff, as interested and qualified.

C. Recall

Recall Procedure: When the working force is increased after layoff, employees will be recalled according to seniority and without loss of seniority as defined in Section 5. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If employee fails to report for

ARTICLE VIII

work within ten (10) days from date of mailing of notice of recall, his/her employment shall be considered terminated.

D. Transfers

1. If an employee is transferred to a classification under the Employer not included in the unit and is thereafter transferred again to a classification within the unit, he/she shall not accumulate seniority while working in the classification to which he/she was transferred.
2. Any employee who is transferred under the above conditions shall retain any seniority they had when leaving the unit for a period of one (1) year from the date they were transferred.
3. An employee who has bid from one classification to another within the unit shall have a period of twenty (20) working days to revert to his/her former position if he/she desires. The above twenty (20) day period will be extended for any absences.
4. An employee who has reverted or who has been reverted to his/her previous position shall receive the rate of pay of the former classification and shall resume the seniority originally accumulated in the former classification.
5. Employees reverting to former positions shall not be eligible to bid on another classification within the unit for a period of one (1) calendar year.

Section 16: Damage to Personal Property

The Macomb Intermediate School District may reimburse an employee who suffers damage to personal property caused by the actions of a student up to \$30.00 per item (exception glasses) subject to the following provisions:

- A. This section applies to glasses and clothing damaged on any assigned duties.
- B. The amount to be reimbursed shall be the value of the item after depreciation for wear and age, not the replacement value.
- C. There must be no negligence on the part of the employee.

ARTICLE VIII

- D. The only appeal for a decision by the administration not to reimburse shall be to the Board of Education, which decision shall be final.
- E. The decisions of the Superintendent and/or Board shall not be grievable.

Section 17: Health and Safety Committee

- A. The Union and the Employer will together establish a committee which will investigate health and safety issues of concern to bargaining unit members.
- B. The committee, acting by consensus of all, shall make recommendations directly to the superintendent on policies and procedures that are related to bargaining unit members. The superintendent or his/her designee will respond to the concern of the committee and follow up in writing within twenty (20) working days.
- C. This committee will be made up of two (2) members selected by the Union and two (2) members selected by the Employer.
- D. This committee will meet a minimum of four (4) times per year. Additional meeting may be scheduled by the consensus of all. Consensus means the agreement of everyone.
- E. This committee may invite such expertise as may be needed. Resource persons attending are considered to be in a non-voting capacity.
- F. Additionally, if building and grounds conditions are placed on the agenda, the Supervisor of Building and Grounds or the Director of Business or his/her designee shall attend the meeting in a non-voting capacity.

ARTICLE IX

INSURANCE

Section 1: Medical/Hospital Insurance

NOTE: If calculation for health care expenditure does not conform to the requirements of the Michigan Department of Treasury or other department of the state with legal authority, then Administration will meet with Union Leadership to consult regarding implementation of cost containment in compliance with law.

Medical Benefit Summary and Election Plan Year 2019

	BCBSM CB PPO (Primary)		BCBSM CB PPO (Optional)		BCBSM SB PPO (HDHP Plan)		BCBSM CB PPO (Pilot)	
<i>Medical</i>	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<i>Summary Only. See www.misd.net/Business/Benefits under open enrollment for detailed plan information</i>								
Deductible	(excludes Rx)	(excludes Rx)	(excludes Rx)	(excludes Rx)	(includes Rx)	(includes Rx)	(excludes Rx)	(excludes Rx)
Single	\$200	\$600	\$750	\$2,250	\$2,000	\$4,000	\$3,000	\$6,000
Family	\$400	\$1,200	\$1,500	\$4,500	\$4,000	\$8,000	\$6,000	\$12,000
Coinsurance Max	(includes coinsurance only)		(includes coinsurance only)		(includes ded, coins, and all copays)		(includes coinsurance only)	
Single	\$500	\$1,500	\$1,000	\$3,000	\$3,000	\$6,000	\$2,500	\$5,000
Family	\$1,000	\$3,000	\$2,000	\$6,000	\$6,000	\$12,000	\$5,000	\$10,000
Out-of-Pocket Limit	(includes ded, coins, and all copays)							
Single	As set forth by the Patient Protection and Affordable Care Act							
Family	As set forth by the Patient Protection and Affordable Care Act							
Coinsurance	(applies after deductible is met)		(applies after deductible is met)		(applies after deductible is met)		(applies after deductible is met)	
Inpatient	90% covered	60% covered	80% covered	50% covered	80% covered	60% covered	80% covered	50% covered
Outpatient	90% covered	60% covered	80% covered	50% covered	80% covered	60% covered	80% covered	50% covered
Delivery/Nursery	90% covered	60% covered	80% covered	50% covered	80% covered	60% covered	80% covered	50% covered
DME	90% covered	60% covered	80% covered	50% covered	80% covered	60% covered	80% covered	50% covered
Inpat MH/SA	90% covered	60% covered	80% covered	50% covered	80% covered	60% covered	80% covered	50% covered
Allergy Testing	90% covered	60% covered	80% covered	50% covered	80% covered	60% covered	80% covered	50% covered
Visits	(applies after deductible is met)							
Preventive Care	100% covered	Not covered	100% covered	Not covered	100% covered	Not covered	100% covered	Not covered
PCP	\$25 copay	60% covered	\$30 copay	50% covered	80% covered	60% covered	\$40 copay	50% covered
Specialist	\$25 copay	60% covered	\$30 copay	50% covered	80% covered	60% covered	\$40 copay	50% covered
Pre/Post Natal	100% covered	60% covered	100% covered	50% covered	80% covered	60% covered	100% covered	50% covered
Allergy Injections	100% covered	60% covered	100% covered	50% covered	80% covered	60% covered	100% covered	50% covered
PT/OT/ST	\$25 copay	60% covered	\$30 copay	50% covered	80% covered	60% covered	\$40 copay	50% covered
Output MH/SA	\$25 copay	60% covered	\$30 copay	50% covered	80% covered	60% covered	\$40 copay	50% covered
Urgent Care	\$25 copay	60% covered	\$30 copay	50% covered	80% covered	60% covered	\$40 copay	50% covered
Emergency Room	\$150 copay	\$150 copay	\$200 copay	\$200 copay	80% covered	80% covered	\$250 copay	\$250 copay
Rx - 30 day supply	(applies after deductible is met)							
Generic	\$10 copay	Copay + 25%	\$10 copay	Copay + 25%	\$10 copay	Copay + 25%	\$10 copay	Copay + 25%
Brand Fomulary	\$40 copay	Copay + 25%	\$40 copay	Copay + 25%	\$40 copay	Copay + 25%	\$40 copay	Copay + 25%
Brand Non-Fomulary	\$60 copay	Copay + 25%	\$60 copay	Copay + 25%	\$60 copay	Copay + 25%	\$60 copay	Copay + 25%
Rx - 90 day supply	(applies after deductible is met)							
Generic	\$20 copay	Copay + 25%	\$20 copay	Copay + 25%	\$20 copay	Copay + 25%	\$20 copay	Copay + 25%
Brand Fomulary	\$80 copay	Copay + 25%	\$80 copay	Copay + 25%	\$80 copay	Copay + 25%	\$80 copay	Copay + 25%
Brand Non-Fomulary	\$120 copay	Copay + 25%	\$120 copay	Copay + 25%	\$120 copay	Copay + 25%	\$120 copay	Copay + 25%

ARTICLE IX

- A. Effective upon ratification drivers and transportation assistants who are eligible for medical insurance benefits and elect not to select this fringe benefit will receive \$150.00 per month prorated, not to exceed twelve (12) months, payable monthly. In order for this plan to be implemented, 15% of the eligible employees must choose the option of not receiving health insurance. It is understood that if the number of eligible employees electing this option drops below 15% the program will terminate.
- B. It is understood that for those members whose spouse is also employed by the MISD, Option C (above) is not available because no savings are realized by the bargaining unit member dropping coverage. This section shall not affect cash-in-lieu of healthcare arrangements, in effect, prior to December 1, 2006.

Section 2: Prohibition of Medical Coverage

It is further agreed that in the event the employee's spouse is provided with comparable medical and hospital insurance coverage by his/her employer, then Macomb Intermediate School District shall be relieved of its obligation agreement hereto attached, provided that at such time as employee's spouse shall have such coverage terminated for reason of layoff, discharge, resignation or death, Macomb Intermediate School District shall then reinstate the above medical and hospital coverage for its employee and provided further that in the event the employee shall refuse to execute the above referred to agreement or shall violate the terms of the agreement, then Macomb Intermediate School District shall be relieved of its obligations to the employee during violation period and be entitled to reimbursement by employee of any premium amounts paid by Macomb Intermediate School District on behalf of the employee during the period that employee's spouse was covered by comparable medical and hospital insurance coverage and if such reimbursement is not made by employee on demand therefore, Macomb Intermediate School District shall have the right to withhold such premium amounts from the compensation of employee until full reimbursement has taken place.

Whereas Article X, Section 2 of Employment Conditions of the Collective Bargaining Agreement entered into between the Board of Education of the Macomb Intermediate School District and AFSCME, Council 25 Local Transportation Employees, sets forth certain provisions to avoid a duplication of medical/hospital insurance coverage by Macomb Intermediate School District and a comparable coverage accorded the spouse of the employee of Macomb Intermediate School District, and whereas the undersigned is a member of the Collective Bargaining Unit represented by AFSCME, Council 25 Local Transportation Employees, and executes this Agreement pursuant to the provisions of the Collective Bargaining Agreement above set forth.

ARTICLE IX

Now, therefore, it is mutually agreed by and between the undersigned employee and the Macomb Intermediate School District as follows:

- A. That the undersigned employee hereby represents that his/her spouse (does) (does not) have medical and hospital insurance coverage comparable to that provided by Macomb Intermediate School District.
- B. That if paragraph "A." above is answered in the affirmative the undersigned employee hereby authorizes Macomb Intermediate School District to terminate his/her insurance coverage.
- C. That employee hereby agrees to promptly notify Macomb Intermediate School District of any change in the insurance coverage of employee's spouse and in the event such change consists of a termination of the coverage accorded employee's spouse for any reason, then upon receipt of such notifications, Macomb Intermediate School District shall reinstate the employee to the medical/hospital insurance coverage provided for in the Collective Bargaining Agreement.
- D. It is further mutually agreed and understood that in the event the undersigned employee shall violate the terms of this Agreement, then Macomb Intermediate School District shall be relieved of the obligation to provide employee with medical/hospital insurance coverage during the violation period and shall be entitled to reimbursement by employee of any premium amounts paid by Macomb Intermediate School District on behalf of the employee during the period that employee's spouse was covered by comparable medical and hospital insurance coverage and if such reimbursement is not made by employee on demand therefore, Macomb Intermediate School District shall have the right to withhold such premium amounts from the compensation of employee until full reimbursement has taken place.

_____ Employee

Section 3: Life Insurance

The Board shall provide without cost to the employee group life insurance protection which shall pay to the employee's designated beneficiary the sum of thirty thousand dollars (\$30,000) upon his/her death, with option to purchase additional life insurance in \$5000 increments through payroll deduction at employee's expense, with a cap of \$20,000, subject to the terms of the carrier. Provided further that protection shall pay an additional five thousand (\$5,000) dollars in the event of accidental death. The Board shall name the carrier.

Section 4: Life Insurance for Retirees

- A. The group life insurance carrier will make available to transportation employee retirees a plan for continued life insurance provided the Board of Education makes the premium payments...even though the retiree is required to prepay the Board for this expense on an annual basis.
- B. The plan provides for the individual to retain up to \$10,000 life insurance between the ages of 55 and 70. At age 70 the amount reduces to \$5,000. Coverage is subject to the following limitations and rules:
 - 1. The continuation of benefits for retirees will apply to Basic Life amounts only; supplementary and/or optional amounts will be terminated in conjunction with active employment.
 - 2. The maximum retiree benefit will be limited to \$10,000 or the current maximum amount, whichever is less.
- C. The definition of retiree is as follows:

Any employee retiring directly from the Macomb Intermediate School District employment at age fifty-five (55) or later, and has served the MISD as a transportation employee for not less than ten (10) years prior to such retirement.
- D. If the above carrier terminates this option, the parties will meet to resolve the matter.

Section 5: Dental Insurance



PO Box 610
Southfield, MI 48037
248-901-3705

**Macomb ISD Dental Benefits Plan
Transportation**

The Plan-at-a-Glance PPO Networks: ADN Dental Network, Michigan Dental Plan, DenteMax

Maximum Benefits January 1st through December 31st

Annual Maximum \$1000.00 per eligible individual for covered class I, II and III services.
Lifetime Ortho Maximum \$1000.00 per eligible individual for covered class IV services

Class I Preventive Services – 100%

Routine Oral Examination	Twice per plan year
Cleaning (Prophylaxis & Periodontal Maintenance)	Twice per plan year
Topical Application of Fluoride	Twice per plan year, to age 19
Bitewing X-Rays	Twice per plan year
Full-Mouth Series or Panoramic X-Rays	Once per 36 months
All Other X-Rays	
Space Maintainers	Once per area per lifetime, up to age 19
Emergency Palliative Treatment	
Sealants***	Once per 1 st , 2 nd permanent molars, per 36 months, to age 19

Class II Restorative Services – 50%

Routine Oral Examination	Twice per plan year
Composite and Amalgam fillings	Once per tooth surface per 24 months
Root Canal Therapy	
Cleaning (Prophylaxis & Periodontal Maintenance)	Twice per plan year
Periodontal Root Planing	Once per quadrant per 24 months
Periodontal Surgery	Once per quadrant per 36 months
Oral Surgery and Extractions	
General Anesthesia or IV Sedation	With covered Oral Surgery or medically necessary

Class III Major Services – 50%

Inlay, Onlay, Crowns	Once per tooth per 60 months
Complete and Partial Removable Dentures	Once per arch per 60 months
Fixed Partial Dentures (Bridges)	Once per area per 60 months
Addition of Teeth to Partial Dentures	
Denture Reline or Rebase	Once per 24 months, per arch
Denture Repair or Adjustment	

Class IV Orthodontic Services – 50%

Limited and Interceptiv Treatment	Removable and Fixed Appliance Therapy, to age 19
Comprehensive Treatment	Fixed Appliance Therapy, to age 19

Not Covered

Implants
Occlusal Guards
TMJ/TMD Treatment
Cosmetic Treatment
*** Sealants – In Network 100%, Out of Network \$20.00 per tooth.

Deductible – None
Missing Tooth Clause – Yes
12 Month Billing Limitation
Waiting Periods – None
COB – Standard
**Prosthetics are considered on delivery date

****Note – Quotes of benefits do not constitute a guarantee of payment. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and limitation. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding \$200.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.**

- A. An HMO Dental plan will be offered if the minimum number of participants enroll.
- B. Employees hired after July 1, 1992, who work a minimum of 20 hours per week of regular bid route time will qualify for the above insurance benefit.

Section 6: Optical

United Healthcare
www.myuhcvision.com

Lenses / Progressive Lenses: Tier 4 (Platinum)	\$250.00
Lenses / Progressive Lenses: Tier 5 (Non-formulary)	80% of Billed Charges
Lenses / Standard Lenses	Covered-in-Full
Lenses / SV Aspheric Lenses	80% of Billed Charges

Lens Materials

(Pricing shown is in addition to Patient Responsibility from Lens section above)

High Index 1.67 - 1.73	\$63.00
High Index less than or equal to 1.66	\$53.00
High Index, >= 1.74	80% of Billed Charges
Polycarbonate Lenses	Covered-in-Full for Ages 0-18
Polycarbonate Lenses	\$33.00 for Ages 19+

Lens Options

Edge Coating	80% of Billed Charges
Miscellaneous Lens Options	80% of Billed Charges
Non-Formulary Anti-Reflective Coating	80% of Billed Charges
One Year Scratch Warranty	\$10.00
Oversize Lenses	80% of Billed Charges
Photochromic	\$67.00
Platinum Anti-Reflective Coating	\$90.00
Polarized	80% of Billed Charges
Polished Edges / Roll & Polish	\$13.00
Premium Anti-Reflective Coating	\$80.00
Scratch Coating	Covered-in-Full
Standard Anti-Reflective Coating	\$40.00
Tint	Covered-in-Full
UV Coating	Covered-in-Full

Additional Lens Options not reflected on this list may be available at a discount, please see your provider for details.

Contact Lenses

Medically Necessary Contact Lenses ¹	Covered-in-Full
Non-Selection Contact Lenses ¹	Balance over your \$200.00 Benefit Allowance
Selection Contact Lenses - Daily Wear ¹	Covered-in-Full for up to 8 Boxes

Lenses / Progressive Lenses: Tier 3 (Premium)	\$100.00
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Out of Network Coverage Frequency		
(Out of network frequency follows your In network frequency schedule)		
Category	Benefit Eligibility	Frequency
Exam	Available	1 every 12 month(s)
Frame	Available	1 every 24 month(s)
Progressive Lenses	Available	1 every 12 month(s)
Single Vision Lenses	Available	1 every 12 month(s)
Bifocal Lenses	Available	1 every 12 month(s)
Trifocal Lenses	Available	1 every 12 month(s)
Lenticular Lenses	Available	1 every 12 month(s)
OON Contact Lenses ¹	Available	Every 12 month(s)

¹ Contact Lenses are in Lieu of Eyeglasses

Out of Network Coverage	
Vision Care Services	Patient Reimbursement (includes applicable copay)

Professional Services

Exam + Refraction	Up to \$63.00
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Please note: Receipts must be submitted together at the same time for services and materials purchased on different dates to receive reimbursement. We will reimburse you for covered expenses according to the schedule shown above.

Frames

Frame	Up to \$98.00
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Please note: Receipts must be submitted together at the same time for services and materials purchased on different dates to receive reimbursement. We will reimburse you for covered expenses according to the schedule shown above.

Lenses

Bifocal Lenses	Up to \$105.00
Lenticular Lenses	Up to \$80.00
Progressive Lenses	Up to \$105.00
Single Vision Lenses	Up to \$75.00
Trifocal Lenses	Up to \$130.00

Please note: Receipts must be submitted together at the same time for services and materials purchased on different dates to receive reimbursement. We will reimburse you for covered expenses according to the schedule shown above.

Contact Lenses

Medically Necessary Contact Lens ¹	Up to \$210.00
OON Contact Lenses ¹	Up to \$130.00

Please note: Receipts must be submitted together at the same time for services and materials purchased on different dates to receive reimbursement. We will reimburse you for covered expenses according to the schedule shown above.

¹ Contact Lenses are in Lieu of Eyeglasses

Selection Contact Lenses - Monthly Wear ¹	Covered-in-Full for up to 4 Boxes
Selection Contacts Contacts (including disposables), the fitting/evaluation fees, and up to two follow-up visits are covered-in-full up to the maximum allowed in a benefit year. Coverage for Covered Contact Lens Selection does not apply to Costco, Walmart or Sam's Club locations. The allowance for Non-selection Contact Lenses will be applied toward the purchase of all contacts at these locations.	
Non-Selection Contacts Your allowance above is the total amount available per benefit year and is applied toward the purchase of contact lenses. The material copay does not apply. If your contacts are greater than the allowance, then you are only responsible for the difference.	

¹ Contact Lenses are in Lieu of Eyeglasses

- A. Employees hired after July 1, 1992, who work a minimum of 20 hours per week of regular bid route time will qualify for the above insurance benefit.

Section 7: Discontinuance of Premiums

The MISD will discontinue the payment of premiums on health, dental, optical and life insurance at the time the individual is placed on long term disability and/or after one (1) year from date placed on Workers' Compensation.

Section 8: COBRA

Insurance benefits are subject to the Federal Act entitled "COBRA". Employees are advised to consult the law, or inquire at Personnel for details.

Section 9: Administration of Insurance

Administration of insurance benefits will be determined by the terms and conditions set forth by the insurance carrier.

ARTICLE X

ABSENTEEISM/TARDINESS/DISCIPLINE

Section 1: Absenteeism

A. Attendance Policy

1. Absenteeism

It is agreed by the Union and the Board of Education that in the interests of efficient operation, high morale, and safety - for the good of the students transported by the district, as well as for the good of the district and its employees - that regular attendance is both desirable and necessary.

The following sequence of discipline shall be followed for absenteeism:

Usage of nine (9) Board paid days: (1 st through 9 th day)	No discipline
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One (1) additional day off: (10 th day)	Verbal warning
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Two (2) additional days off (total 3): (12 th day)	Written warning
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Three (3) additional days off (total 6): (15 th day)	one (1) day off without pay
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Three additional days off (total 9): (18 th day)	three (3) days off without pay
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Three additional days off (total 12): (21 st day)	two (2) weeks off without pay
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Three additional days off (total 15): (24 th day)	Discharge
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- No employee shall be disciplined for time missed due to injury on the job, hospitalization, outpatient surgery, Board paid sick days, approved vacation, approved parental leave, jury duty, approved educational leave, illness in the family (per Article XIII, Section 9) bereavement leave or

ARTICLE X

personal business days. The Employer shall give consideration to authenticated emergencies. However, doctors' letters shall not constitute a defense for sporadic absenteeism.

3. A doctor's letter shall be required, however, for disability leave purposes.
4. In the event an employee has not been disciplined for one (1) calendar year or more, the last penalty shall be duplicated (meaning repeated) in lieu of progressing to the next. An employee who has not used in excess of the six (6) Board paid sick days each year for two (2) consecutive years shall be started back at verbal warning again.

B. Call In

1. An employee shall call in to the Transportation Office to report a tardiness or absence from work for any reason, at least one (1) hour prior to starting time.
2. An employee who fails to report in a timely fashion shall not be granted sick, personal, or annual leave for the day.
3. An employee who fails to report in a timely fashion shall be subject to progressive discipline on the charge of "failure to call in." This is a separate charge from absenteeism.
4. To avoid miscommunications, an employee shall make the call personally. No other person shall make the call for the employee unless the employee is physically unable.
5. The Employer shall make available to receive the call at the Transportation Office, a recording device or a transportation supervisor. If the recording device is not functioning during non-business hours, a call shall be made to a designated supervisor.
6. Employees who fail to call off at least one (1) hour prior to their starting time may be excused by the supervisor. In cases where the employer does not accept an excuse or where there is no excuse, discipline may be invoked.

ARTICLE X

C. Grace Period/Tardiness

There will be three (3) three-minute grace periods per month with respect to tardiness. These will be non-cumulative from one month to the next.

Section 2: Discipline, Discharge, Demotion, and Suspension

- A. The employer, for just cause, may impose disciplinary action.
- B. Disciplinary meetings will be conducted in private and the employee and the Union will be given advance notice in writing that such meeting is being scheduled, stating the reason. The employer shall schedule disciplinary meetings for the earliest possible date. If scheduling conflicts occur, such meetings will be rescheduled as soon as practicable. An affected employee, however, will have the right in all such instances to request the presence of a union representative at the meeting. When such a request is made, the meeting will not proceed until the representative is in attendance. The parties will strive to have equal numbers of representatives in attendance.
- C. The employer will attempt to handle any disciplinary action in a manner that will not embarrass an employee.
 - 1. An employee waiving union representation must sign a waiver indicating that it pertained to a hearing on a particular date, and the Union will be given a copy of the waiver.
 - 2. The waiver will read: "I am waiving union representation for my hearing scheduled on (Date) ".
 - 3. The employer will furnish the union a copy of any disciplinary letter.
 - 4. Discipline, discharge, demotion, and suspension of an employee may be entered as a grievance beginning at the Second Step of the grievance procedure.
 - 5. In a hearing pertaining to discipline, discharge, demotion, or suspension, an employee shall be entitled to one union representative upon his/her request. The administrator conducting the hearing shall be entitled to have another administrator in attendance.
 - 6. The decision of the Board of Education to discharge a probationary employee shall be final and shall not form the basis for a grievance.

ARTICLE XI

LEAVE PROVISIONS

Section 1: Annual Leave

Employees hired before May 1, 2010, shall be frozen at the level of annual leave they received during the 2009/2010 school year.

Employees hired on or after May 1, 2010, will not be eligible for any annual leave.

Vacation will be earned for days worked. This will include vacation time, jury duty, Workers Comp, paid snow days and partial day worked.

1. Every full time employee shall be entitled to annual leave pay of .048 of a day for each day actually worked (or spent on vacation or jury duty) to a limit of ten (10) work days annually.
2. After five (5) consecutive years of service a full time employee is entitled to .071 of a day for each day actually worked (or spent on vacation or jury duty) to a limit of fifteen (15) work days annually.
3. After ten (10) consecutive years of service a full time employee is entitled to .081 of a day for each day actually worked (or spent on vacation or jury duty) to a limit of seventeen (17) work days annually.
4. After thirteen (13) consecutive years of service a full time employee is entitled to .095 of a day for each day actually worked (or spent on vacation or jury duty) to a limit of twenty (20) work days annually.
5. Annual leave days may be accumulated to forty-five (45) work days.
6. Annual leave days cannot be used by an employee until he/she has been on the payroll for six (6) continuous months. An employee who has been on substitute status continuously for six (6) months and who has performed satisfactorily for ninety (90) working days within that period shall be exempted from this provision.
7. Annual leave will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the Employer.

ARTICLE XI

8. When a holiday is observed by the employee on a day other than Saturday or Sunday during the scheduled annual leave, annual leave will be extended one (1) day continuous with the annual leave.
9. Once an annual leave of not less than one (1) week has been established, the employee may upon request receive any regular paycheck to be missed during said annual leave period on the last work day prior to that annual leave period.
10. An employee on annual leave shall be entitled to be paid for the same number of hours per day as are currently authorized for the regular morning and afternoon run. If a driver has not secured a run for the summer session and elects to take paid vacation during that time, the daily hours shall be established by the amount authorized for the preceding school year.
11. Ten (10) month employees who take vacation in a one week block during summer shall accumulate earned vacation time per formula while on vacation.
12. Twelve (12) month employees who take vacation during the summer shall be paid at the highest level of hours driven by the vacationing driver or transportation assistant, either on their summer assignment or on their regular year assignment.
13. Employees shall request vacation time two (2) weeks in advance, except for down days due to teachers in-service or other unpaid days when school is not in session.
14. The employee must submit a request to the employer for summer annual leave between May 16 and the Friday after summer route selection for consideration. The employer will grant or deny such requests no later than five working days following the deadline.
15. Annual leave requests can be submitted up to one year in advance.
16. Response to the request shall be given to the Transportation employee as soon as practicable after receipt of the request, not to exceed five (5) working days, excluding the provisions in paragraph 14 above. However,

ARTICLE XI

when there is a need to confirm or make advance reservations, or other special considerations the employee should speak to the Transportation Administrator prior to making the request to determine whether desired dates are available.

17. No annual leaves or personal business leaves will be approved for the first scheduled week of the fall session.

Section 2: Maternity Leave

An employee who returns from a leave of absence within the first 90 calendar days of such leave shall be entitled to exercise his/her seniority rights to bid/bump onto a route within his/her classification for which he/she is eligible. Maternity leave shall be governed by the provisions of "Sick Leave" in this contract.

Section 3: Parental Leave

- A. An employee may request a parental leave for the purpose of attending a newly born or newly adopted child. Such request shall be submitted to and may be granted by the Board of Education. Such leaves may be up to one (1) calendar year. A one year extension may be requested and shall be granted at the discretion of the Board of Education. Two months prior to the expiration date of the leave, an employee must contact the Personnel Department to indicate whether they will or will not return to active employment.
- B. An employee who desires to return from parental leave earlier than originally requested shall submit a written request. An employee shall be reinstated to the first available vacancy on classification.
- C. An employee who returns from a leave of absence within the first 90 calendar days of such leave shall be entitled to exercise his/her seniority rights to bid/bump onto a route within his/her classification for which he/she is eligible.

Section 4: Jury Duty

An employee shall be given paid leave when required to serve on a jury and/or subpoenaed to appear in court because of job related incident, provided any payment received shall be deducted from his/her salary.

Section 5: Educational Leave

An employee with two (2) or more year's seniority may be granted an unpaid educational leave. Said leaves shall not exceed one (1) year.

ARTICLE XI

An employee who returns from a leave of absence within the first 90 calendar days of such leave shall be entitled to exercise his/her seniority rights to bid/bump onto a route within his/her classification for which he/she is eligible.

Section 6: Sick Leave

Employees shall be permitted to be absent from their duties with the Macomb Intermediate School District without loss of pay because of personal illness subject to the following conditions:

- A. Employees shall be granted nine (9) sick days of which three (3) may be used for personal days (subject to approval) per year credited to his/her account on July 1st annually. These days may be accumulated from year-to-year (with approval of supervisor) up to forty (40) days. Upon separation, employee shall be paid \$100 per bank day.
 - 1. Employees hired after 7/1/11, who have a balance of discretionary days in their account, will have the discretionary days changed to sick leave effective September 1, 2018.
 - 2. Employees hired after March 1st shall be granted four and a half (4 ½) sick days to be credited to his/her account on the first (1st) day he/she reports for duty during the first contract year of employment. Thereafter said employee(s) shall be granted nine (9) sick days per year as provided in Section A above.
- B. Commencing after 24-hour hospitalization or the thirtieth (30th) consecutive work day, the Employer shall provide income protection insurance without cost to the employee for full time employees covered under this section in accordance with the following provisions:
 - 1. 70% of income to a maximum of \$2435 per month for fifty-two (52) weeks in case of sickness or accident. Benefits shall begin after 24-hour hospitalization or the thirtieth (30th) consecutive work day of illness in any current year.
 - 2. Long term disability payments shall begin at the end of fifty-two (52) weeks in the amount of 60% of salary to a maximum of \$1774 per month for 2006-2008 according to the following schedule:
 - 3. Employee rights terminate one (1) year after eligibility of benefits cease.

ARTICLE XI

<u>Age at Disablement</u>	<u>Duration of Benefits (In Years)</u>
Less than 60	To age 65
60	5 years
61	4 years
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69	1 or until age 70

- C. Insurance carrier to be selected by the Board. Administration of insurance benefits will be determined by the terms and conditions set forth by the insurance carrier. Employees hired after ratification are subject to pre-existing condition exclusion for long term disability payments, if state and/or federal law permits.

Note: This section does not impact income protection for the first fifty-two (52) weeks of sickness or accident under this section, nor does it prevent LTD payments or employees with pre-existing conditions who have been employed for one (1) year without incident.

- D. To be eligible for pay under the provisions of this section, an employee must call in to report his/her absence one hour or more prior to his/her starting time.
- E. No sick leave shall be granted where the employee has previously requested the day(s) off as personal or annual leave and the request has been denied.
- F. No sick days or sick leave shall be granted where the employee has called in to report his/her non-attendance less than one (1) hour prior to report time.

Section 7: Injury

- A. Absences of less than seven (7) days resulting from a minor personal injury arising out of and in the course of employment with Macomb Intermediate School District shall not be deducted from the six (6) allowable days of absence providing the employee files at the Superintendent's Office within

ARTICLE XI

three (3) days of the injury a statement from his doctor stating the number of days he will be unable to work.

- B. Absences resulting from a major personal injury arising out of and in the course of employment with Macomb Intermediate School District which entitles the injured employee to compensation under the provisions of the Workers' Compensation Act shall be considered as follows:
 - 1. The Employer shall pay the difference between the amount paid to him by Workers' Compensation insurance and his regular salary for a period not to exceed the six (6) allowable days of absence provided that the employee turns into the Superintendent's Office for recording all Workers' Compensation checks received from the date of the injury to the expiration of the six (6) allowable days of absence.

Section 8: Workers' Compensation

- A. Workers' Compensation shall be provided as specified by law. In addition the Board may pay to the employee the difference between the amount paid to him/her by the Workers' Compensation insurance and his/her regular salary and may charge the employee's sick leave accumulation proportionately for a period equivalent (to the nearest one-half (1/2) day) to the supplementary payment.
- B. An employee receiving Workers' Compensation pay shall not work for an employer other than the Macomb Intermediate School District without first notifying, in writing, the Personnel Office of his/her current or prospective employment.

Section 9: Illness in Family

Employees shall be permitted to be absent from their duties from the Macomb Intermediate School District without loss of pay because of illness in the immediate family subject to the following considerations:

- A A maximum of two (2) days annually may be used, chargeable against accumulated allowable days of absence as defined in Section 6 above. After allowable sick days are use, an additional two (2) days may be granted by the Superintendent because of illness in the immediate family.

ARTICLE XI

- B. The immediate family for purposes of this section shall be defined as spouse, children, any person acceptable as an exemption on the employee's Federal Income Tax, or any person who makes his home with the employee and in the judgment of the Superintendent is economically, emotionally, and socially dependent on the employee.
- C. Absences shall be considered as necessary only when no other arrangements for care are possible.
- D. The "necessary care" must be such as would be prescribed by a physician or required by incompetence of the person requiring care.

Section 10: Bereavement Leave

- A. The employee shall be allowed up to seven (7) calendar days as bereavement days, depending on travel time needed, (not to be deducted from other leave) for a death in the immediate family. Immediate family shall be defined as:
 - 1. Mother
 - 2. Father
 - 3. Wife or husband
 - 4. Son or daughter
 - 5. Siblings
 - 6. Mother-in-law and father-in law
 - 7. Grandparents
 - 8. Grandchildren
- B. The Superintendent may extend provisions in instances of the immediate family when in his judgment the time limitation is not sufficient to allow for all the adjustments occasioned at the time of bereavement.

Section 11: Personal Leave

- A. Personal days may be used immediately prior to or subsequent to paid holidays or vacation periods with approval of the Employer.
- B. Requests for absences shall be submitted as follows:
 - 1. They shall be submitted in advance in writing to the employee's immediate supervisor. Exceptions shall be made only in the case of an emergency. The supervisor in determining whether or not to approve the

ARTICLE XI

request shall consider the request of the employee and the efficient operation of the employer.

2. If the request is denied by the supervisor, the employee may appeal to the superintendent or designee.
 3. An employee shall be entitled to a copy of the written request at the time it is handed in. A response approving or denying the request will be made available as soon as practicable and, if denied, a note will be made as to why.
- C. Requests for absence because of activities arising out of employment other than with the Macomb Intermediate School District or as a result membership in organizations shall not be approved.
- D. Employees who are asked by the Employer to represent the Macomb Intermediate School District at conventions, workshops, conferences and visitations shall be permitted to be absent from their duties without loss of pay and without charge against accumulated allowable days of absence.
- E. No annual leave or personal leave will be approved for the first scheduled week of the fall session.

Section 12: Extended Health Leave

- A. Extended health leave due to physical or mental causes not falling within the Sick Leave Policy may be granted by the Board of Education or its designate without pay upon request by the employee. Such request shall be in writing and shall be accompanied by a written evaluation by the attending physician. Such extended health leave shall be considered for renewal annually.
- B. Any employee who returns from a leave of absence, before ninety (90) calendar days, and who already has a routeZ, will return to that route. An employee who returns from a leave of absence without a route assignment, within the first ninety (90) calendar days of such leave shall be entitled to exercise his/her seniority rights to bid/bump onto a route within his/her classification for which he or she is eligible. The returning employee must work in their classification ninety (90) calendar days to set their leave count back to zero. If the employee should go on another leave of absence within ninety (90) calendar days of their return (not to include board paid sick days) then their previous calendar day count will continue to accrue. If accumulated leave time exceeds ninety (90) calendar days, the employee, upon return to work, will be placed on a route per

ARTICLE XI

Article X, Section 16 (A)(5). (EXAMPLE, An employee on a leave for 80 calendar days, returns to work in his/her classification, then goes on another leave within 90 calendar days of his/her return, loses their route and the right to bump on the 11th calendar day of the second leave i.e., 80 + 11 = 91).

Section 13: Family Medical Leave Act (FMLA)

- A. It is understood that employee rights established under the FMLA are not diminished by this agreement.
- B. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee, a family member, or covered service member, including during a period of recovery from one's own serious health condition, a serious health condition of a spouse, parent, son, or daughter, then at the discretion of management, the employee may be transferred temporarily during the period that the intermittent or reduced leave schedule is required, to an available alternative position (without loss of pay or benefits) within the Transportation Department for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

Section 14: Union Leave

A seniority member of the Union elected to attend a convention may be granted a maximum of five (5) work days without pay. It is understood that no more than two (2) such members may be allowed to attend a union convention in any contract year.

Section 15: Conference - Workshops

With recommendation of his/her department head and prior written approval of Employer an employee may be granted a maximum of five (5) days during each school year without pay deduction to attend conferences, workshops, or institutes in connection with his/her employment with reimbursement for reasonable expenses incurred by such attendance.

DURATION OF AGREEMENT

This agreement shall become effective on September 1, 2018, and shall continue in full force and effect until August 31, 2021, and from year-to-year thereafter.

In the event either party wishes to terminate this Agreement or modify or amend any article or clause hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the terminal date of this Agreement. The modification or amendment of any specific article or clause shall not affect the remainder of this contract.

If no notice of termination or modification is given by either party as provided for herein, then this Agreement shall automatically continue in full force and effect from year-to-year.

IN WITNESS WHEREOF, the MACOMB INTERMEDIATE SCHOOL DISTRICT, an Intermediate School District of the State of Michigan, has caused the foregoing Agreement to be executed by the President and Secretary of said INTERMEDIATE SCHOOL DISTRICT and the INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, and COUNCIL 25, and its affiliate LOCAL UNION NUMBER 2598, has caused the foregoing Agreement to be executed by its duly constituted officers, all having signed on the date and year first above written.

**BOARD OF EDUCATION
MACOMB INTERMEDIATE SCHOOL DISTRICT
COUNTY OF MACOMB**

**INTERNATIONAL UNION AFSCME
COUNCIL 25
LOCAL 2598**

President

Union Representative

Secretary

Chapter Chairperson

P.A. 4 of 2011

This entire Agreement or specific provisions of the Agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act.

Salary Schedule

TRANSPORTATION SALARY SCHEDULE

2018-19 Effective September 1, 2018

Drivers

Step		Hourly Rate
Step 1	15.02	\$16.50
Step 2	15.52	\$17.00
Step 3	16.27	\$17.50
Step 4		\$18.00
Step 5		\$18.50
Step 6	17.87	\$19.00

Transportation Assistants

Step		Hourly Rate
Step 1	13.92	\$15.00
Step 2	14.32	\$15.50
Step 3	14.77	\$16.00
Step 4		\$16.50
Step 5		\$17.00
Step 6	16.43	\$17.50

2019-20 Effective July 1, 2019

Drivers

Step		Hourly Rate
Step 1		\$16.50
Step 2		\$17.00
Step 3		\$17.50
Step 4		\$18.00
Step 5		\$18.50
Step 6		\$19.00
Step 7		\$19.50

Transportation Assistants

Step		Hourly Rate
Step 1		\$15.00
Step 2		\$15.50
Step 3		\$16.00
Step 4		\$16.50
Step 5		\$17.00
Step 6		\$17.50
Step 7		\$18.00

2020-21 Effective July 1, 2020

Drivers

Step		Hourly Rate
Step 1		\$16.50
Step 2		\$17.00
Step 3		\$17.50
Step 4		\$18.00
Step 5		\$18.50
Step 6		\$19.00
Step 7		\$19.50
Step 8		\$20.00

Transportation Assistants

Step		Hourly Rate
Step 1		\$15.00
Step 2		\$15.50
Step 3		\$16.00
Step 4		\$16.50
Step 5		\$17.00
Step 6		\$17.50
Step 7		\$18.00
Step 8		\$18.50

LETTER OF CLARIFICATION

USE OF SICK AND DISCRETIONARY DAYS

**MACOMB INTERMEDIATE SCHOOL DISTRICT
AND
AFSCME LOCAL 2598, COUNCIL 25
TRANSPORTATION**

**LETTER OF CLARIFICATION
May 30, 2019**

The parties agree that the following describes their intent regarding the allocation and use of sick and discretionary days.

Upon separation, sick leave and discretionary leave days shall be paid out at \$100.00 per day subject to current year proration.

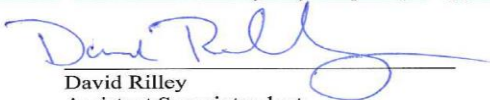
Annually, at the conclusion of the school year, the employer will pay out for any leave days in the employee's combined bank in excess of 40 days at a rate of \$100.00 per day payable no later than the 2nd pay in September. Sick days shall be paid off or reduced down first.


Tier 1	
	*Sick Days
1-Jul-18	6
1-Sep-18	3
1-Jun-19	2
1-Sep-19	9
1-Sep-20	9

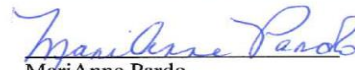
Tier 2	
*Discretionary Days	*Sick Days
6	
	3
2	
6	3
6	3

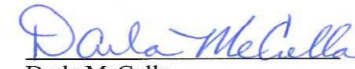
*Discretionary and Sick Days kept in separate banks


Note: Discretionary Days require pre-approval unless being used as a sick day.


David Riley
Assistant Superintendent
Human Resources & Operations


Rosetta Mullen
Assistant Superintendent
Legal Affairs


MariAnne Pardo
Chapter Chairperson
AFSCME, Local 2598


Darla McCulla
AFSCME, Local 2598
Chief Steward


Gary Shimer
AFSCME, Local 2598
Staff Representative

LETTER OF UNDERSTANDING

Flexible Spending Account

This Letter of Understanding is between the Macomb Intermediate School District (“District”) and AFSCME Local 2598, Council 25 (“Union”) on behalf of Transportation. The parties have agreed as follows:

The District will make available to the employee a Flexible Spending Account (FSA). The FSA will be conducted pursuant to the IRS regulation and participation by the employee is voluntary.

The District will make available \$350.00 for each employee* for healthcare/medical reimbursement for the 2018-19, 2019-20, and 2020-21 school years. While participation in the FSA is voluntary, the employee shall not receive the \$350.00 payment, if the employee does not choose this option during the open enrollment period.

*Bargaining unit members who have health insurance/medical coverage under Article XI, Section 1.

Rosetta K. Mullen
Assistant Superintendent
Legal Affairs/Human Resources

MariAnne Pardo
Chairperson
AFSCME, Local 2598

NOTE:

If calculation for health care expenditure does not conform to the requirements of the Michigan Department of Treasury or other department of the state with legal authority, then Administration will meet with Union Leadership to consult regarding implementation of cost containment in compliance with law.

INDEX

Administration of Insurance.....56	First Step - Oral & Written..... 10
Annual Leave60	Fourth Step - Board of Education 11
Arbitration12	Second Step - Director of Business 11
Automobile Allowance43	Third Step - Employee Relations/Supt 11
Bereavement Leave.....66	Time Limits 10
Break Time After Unloading.....16	Half-Day Runs..... 36
Bus Safety Check and Warmup43	HEALTH
Cancellation of Field Trips36	Health and Safety Committee..... 48
Cleaning materials43	Holidays..... 40
COBRA.....56	Illness in Family 65
Commercial Driver’s License (CDL)38	Inclement Weather and Other Emergency Situations 24
Conference - Workshops.....68	Injury 64
Continuing Education44	Inservice training..... 44
Contract Days40	INSURANCE
Educational Leave.....62	COBRA 56
EMPLOYEE RIGHTS	Discontinuance of Premiums 56
Bulletin Boards.....3	Life Insurance 51
Copies of Agreement3	Life Insurance for Retirees 52
Furnishing Information3	Medical/Hospital Insurance 49
Salaries of Employees3	Optical 54
Unfair Labor Practices.....2	Prohibition of Medical..... 50
Use of Building2	Jury Duty 62
Use of Telephone.....3	Layoff 44
EMPLOYMENT CONDITIONS	Layover..... 36
Automobile Allowance43	LEAVE PROVISIONS
Bus Safety Check and Warmup.....43	Absenteeism..... 57
Continuing Education.....44	Annual Leave 60
Contract Days.....40	Bereavement Leave 66
Freezing of Seniority42	Conference - Workshops..... 68
Holidays.....40	Educational Leave 62
Loss of Seniority41	Extended Health Leave 67
Other43	Illness in Family..... 65
Personnel File.....40	Injury..... 64
Resignation.....42	Jury Duty..... 62
Retirement42	Long-term Disability 63
Seniority41	Maternity Leave 62
Vacancies, Layoff, Recall, and Transfer44	Parental Leave..... 62
Equalization Chart34	Personal Leave 66
Extended Health Leave.....67	Return from Leave 38
Extra Work.....35	Short-term Disability 63
Family Medical Leave Act (FMLA)68	Sick Leave 63
Field Trips.....36	Union Leave..... 68
Flexible Spending Account.....72	Workers’ Compensation 65
Freezing of Seniority.....42	LETTER OF CLARIFICATION 71
GRIEVANCE PROCEDURE	License and testing fees 38
Definition of Grievance.....10	Life Insurance 51
Discipline, Discharge, Demotion, Suspension.....59	Life Insurance for Retirees 52
Fifth Step - Arbitration12	Long-term Disability..... 63

Loss of Seniority.....	41	Short-term Disability.....	63
Mainstream	17	Sick Leave	63
Mainstreams.....	35	Special Assignments.....	34
Management Rights	4	Special Assignments, Run Times.....	19
Maternity Leave	62	Stewards	5
Medical/Hospital Insurance	49	Substitute Drivers	27
Meetings and Drivers' School.....	37	Summer Driving	27
MISD policy book.....	43	Summer Holiday Eligibility and Vacation Pay.....	29
New Employees.....	6	Telephone	3
Optical.....	54	Transfer	44
Overtime.....	29	Transportation Assistant.....	25
Parental Leave	62	Tuition reimbursement.....	44
Payroll Procedures.....	7	Unfair Labor Practices.....	2
Personal Leave.....	66	Union Leave	68
Personal Property.....	47	Use of Building	2
Personnel File	40	Vacancies	44
Physical Examination:.....	38	Winter jacket	43
Probationary Period	6	Workers' Compensation.....	65
Qualification Testing.....	37		
Recall.....	44		
Reduced Run Bump.....	23		
Resignation	42		
Retirement.....	42		
Return Visits to Clinic.....	37		
Run Times	21		
SALARY CONSIDERATIONS	7		
Payroll Procedures	7		
Rates for New Jobs	7		
SCHEDULING			
Act of God Days.....	24		
Break Time After Unloading	16		
Cancellation of Field Trips.....	36		
Equalization Chart.....	34		
Extra Work	35		
Field Trips	36		
Half-Day Runs.....	36		
Layover.....	36		
Mainstream.....	17		
Mainstreams	35		
Meetings and Drivers' School	37		
Overtime	29		
Payment for Non-Work	36		
Qualification Testing	37		
Reduced Run Bump	23		
Return Visits to Clinic	37		
Run Times.....	21		
Special Assignments.....	34		
Special Assignments, Run Times.....	19		
Substitute Drivers.....	27		
Summer Driving	27		
Summer Holiday Eligibility and Vacation Pay.....	29		
Transportation Assistant.....	25		
Seniority.....	41		

