

AGREEMENT BETWEEN
THE NEW HAVEN COMMUNITY SCHOOLS
AND
THE NEW HAVEN TRANSPORTATION PROFESSIONALS ASSOCIATION/
MICHIGAN EDUCATION ASSOCIATION

2019-20
2020-21
2021-22

This Agreement made and entered into this 26th day of August 2019, by and between the New Haven Board of Education and the New Haven Transportation Professionals Association, hereinafter referred to as the "District" and/or "Board" and the "Association".

ARTICLE 1, RECOGNITION:

The board hereby recognizes the Association as the exclusive bargaining representative, for all transportation personnel, full and part time, excluding substitutes, mechanics, and supervisors.

ARTICLE 2, RIGHTS OF PARTIES:

- A. The Board and the Association agree that all employment decisions will be made in a nondiscriminatory manner. No decision as to hiring, assignment, promotion, transfer, layoff, termination, or reinstatement shall be made on the basis of age, sex, color, national origin, religion, height, weight, marital status, or disability. Equal pay shall be given for equal performance of jobs requiring equal skill, effort, and responsibility.
- B. In the construction of words used in this agreement, whenever the male gender is used, it shall also be construed to include the female gender.

ARTICLE 3, BOARD RIGHTS:

The Board, on behalf of itself and 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 executive management and administrative control of the District and its properties and facilities, and the activities of its employees;
- B. To hire all employees, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or dismissal or demotion, and to promote and transfer all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.

ARTICLE 4, DEFINITION OF DRIVERS:

- A. Probationary Driver: A probationary driver is one that has been hired by the school district and is considered probationary until he/she has completed a full year of driving, based on student days, following being hired by the Board of Education. Upon satisfactory completion of 90 days of driving the probationary driver will be eligible for step 1 pay, sick time, personal days, bereavement days and benefits as they apply according to this agreement.
1. Class Attendance: From the date of hire probationary drivers will attend all class sessions. Newly hired drivers will be eligible for a \$250 training bonus. (\$150 will be paid upon successful completion of training and the other \$100 will be paid upon the successful completion of 90 days of driving)
 2. Pay at Required Schooling: Drivers will be paid at their regular hourly rate for any required training beyond the initial training.
 3. Benefits: A probationary driver is not eligible for benefits, holiday pay, and/or any other protections afforded by this Agreement until successfully completing their initial 90 day probationary requirement stated within. Benefits and/or protections herein shall not be applicable retroactively to drivers upon completion of their first 90 days of driving.
 4. Dismissal: A probationary driver may be dismissed for unsatisfactory performance up until the end of their first year of driving. A performance review with the Supervisor will be conducted on at least two (2) occasions throughout the first year prior to dismissal.
- B. Regular Driver:
1. Has Completed Probationary Requirements: Said individual must have completed the requirements of the probationary period to qualify as a regular driver.
 2. Runs: A regular driver
 - (a) is an employee who has a minimum of two morning and two afternoon permanently established "resident-to-school and return" runs daily throughout the school year.
 - (b) has a regularly assigned daily Special Education or Vocational Education route, and,

(c) attends bus schooling as required by the District and/or applicable State laws, rules, and/or regulations and approval.

3. A probationary driver who is hired after the beginning of a school year may be recommended for Regular Driver status by the Supervisor to the Superintendent at the end of that school year providing that they have driven for a minimum of seventy (70) days. Upon approval this driver would be eligible for all benefits of a regular driver as it pertains to this agreement at the beginning of the next school year.

C. Driving Record: No person shall be permitted to operate a New Haven Community School District vehicle if that person's driving record fails to meet the requirements of the Michigan Essential Insurance Act for standard automobile insurance and Department of Transportation requirements.

ARTICLE 5, WAGES:

A. Wage Scale for Duration of Agreement:

The hourly wage for regular drivers covered under this contract will be:

Step	Hourly Rate	2019 - 2022
Step 0	\$15.50	Probationary driver first 90 days
Step 1	\$16.00	Probationary driver after 90 days until Regular Driver status is earned
Step 2	\$16.50	
Step 3	\$17.00	
Step 4	\$17.50	
Step 5	\$18.00	
Step 6	\$18.50	
Step 7	\$19.00	
Step 8	\$19.50	
Step 9	\$20.00	
Trip Rate	Drivers regular rate for drive time	
Wait Time	Min. Wage	*Waiting, not driving (not overnight)

Drivers will slide from their current step to the same numbered step on the new wage schedule

Wage Formula for Step Advancement for 2019-20, 2020-21 and 2021-22

Employees will advance one step on the 2019-20 rate schedule only if -
Gross State Aid exceeds 3.0% of the previous year determined as follows:

PM = Fall 2018 student membership count (Previous Membership)
 CM = Fall 2019 student membership count (Current Membership)
 PF = 2018-2019 Foundation allowance (Previous Foundation)
 CF = 2019-2020 Foundation allowance (Current Foundation)

$((CM*CF) - (PM*PF)) / (PM*PF) > 3.0\%$, Or Audited Fund Balance exceeds 5% based on MDE early warning formula.

Employees will advance one-half step on the 2019-20 rate schedule only if -
 Gross State Aid exceeds 1.5% of the previous year determined above.

Determination for step advancement for 2020-2021 and 2021-22 will follow the same procedure applied above (changing years in the formula accordingly) except for adding one- half of the audited fund balance increase over the prior year to the product of (CM*CF). No reduction should Fund Balance decrease.

Example 1:	Example 2:	Example 3:	Example 4:
PM - Actual 1,252.45	1,252.45	1,252.45	1,252.45
PF - Actual 7,871	7,871	7,871	7,871
CM - Estimate 1,257.45	1,275	1,245	1,245
CF - Estimate 8,051	8,051	7,971	7,971
Fund Balance increase			200,000

#1 - $((1,257.45*8,051) - (1,252.45*7,871)) / (1,252.45*7,871) = 2.7\%$
 Result ½ step

#2 - $((1,275*8,051) - (1,252.45*7,871)) / (1,252.45*7,871) = 4.1\%$
 Result full step

#3 - $((1,245*7,971) - (1,252.45*7,871)) / (1,252.45*7,871) = .7\%$
 No step movement

#4 - $((1,245*7,971) + 100,000) - (1,252.45*7,871)) / (1,252.45*7,871) = 1.7\%$
 Result ½ step

The Superintendent may place a newly employed driver at any Step on the salary schedule no higher than step 3. It is understood that a driver shall not be given experience credit on the salary schedule in excess of his/her driving or related experience, but may be placed on the salary schedule at any Step up to his/her years of experience but no higher than step-3.

B. Hourly Rate: All wages will be determined by the wage scale. Hours worked in excess of 40 hours per week shall be paid on overtime basis.

C. Minimum Pay

The minimum pay for any driver will be a combination of their actual drive time as defined by their predetermined route that is bid on, this includes any time between tiers (HS to MS

and MS to Elem) plus any pre-trip and post trip routine time.

Pre-Trip and post-trip is defined as:

15 minute morning pre-trip
10 minute morning post-trip
10 minute mid-day pre and post-trip
10 minute afternoon pre and post-trip

The minimum pay for any regular driver shall be 5 hours per day

The minimum pay for regular and special ed runs shall be 5 hours per day

Any layover of greater than 1 hour will require the driver to clock out and clock back in when their work resumes unless otherwise defined in the route they bid on.

All drive time will be documented on regular timesheets daily in quarter hour (.25 or 15 minute) increments.

Any drive time beyond their daily predetermined route time due to unforeseen circumstances must be approved by the Supervisor on a weekly basis. (ex. traffic, weather, accidents, mechanical problems)

Midday runs will be the actual drive time as defined by the predetermined route that is bid on plus pre-trip and post-trip routine time.

The minimum pay for Midday runs shall be 1.5 hours

The bus maintenance position is responsible for adding engine fluids, including oil, transmission, coolant, and/or power steering, changing lights, fans, and/or mirrors. This position will be paired with the shortest drive time midday run, in advance of the bid meeting. The total minimum pay will be 1.5 hours for the mid-day run, unless the run exceeds 1.5 hours, and an additional 1 hour for the maintenance duties. Any additional duties beyond those listed requires advance approval from the transportation supervisor or designee.

When a vacancy occurs, the bus maintenance position will be posted and filled by the most senior, qualified driver.

- D. Driver Personnel Working as Substitutes: Drivers filling in for an aide or who take on an aide position as an extra assignment shall be paid on the Teacher Aide schedule commensurate with their years of experience as a bus aide.
- E. Driver personnel who substitute for a bus aide on an emergency basis (i.e.) in the event of the sickness of the aide, but not on a daily basis), will be paid at their regular driver rate for the hours acting as an aide. It is understood that performing this task may not interfere with

the drivers ability to drive and complete his/her regular daily routes.

- F. Driver Exclusions: Since drivers are covered under their own Agreement, the only portion of the Teacher Aide Agreement that is applicable to them is the salary schedule when they are taking on an extra assignment as a bus aide or a substitute for a bus aide and that shall be as defined under Section D, Driver Personnel Working as Substitutes.
- G. Longevity: Beginning with the 2019-20 school year the following longevity benefit will be paid. Regular Drivers will receive a longevity incentive for every year of service to the district beyond ten (10) years accrued annually in June. There is no adjustment for partial years of service. This will be paid on the last pay date in June according to the schedule below:

10 to 14 years of service	\$400 annually
15 to 19 years of service	\$700 annually
20+ years of service	\$1000 annually

Any members currently receiving longevity under the old schedule at eight (8) or nine (9) years will be paid according to the old schedule until reaching their tenth (10th) year upon which they will be paid under the new schedule.

It is understood that years of service for the purpose of longevity means continuous service as a member of any MEA/NEA bargaining unit in the school district and does not include previous years of service in a position outside the district, nor credit granted on the wage scale for experience outside the school district and does not include years of service prior to a quit. Recognized unpaid leaves of absence and layoffs are not considered interruptions to continuous service but may not be used as years of active/continuous service in calculating longevity eligibility.

ARTICLE 6, FRINGE BENEFITS:

Anytime a driver has 1 hour or less between runs drivers will use the time for bus maintenance. This includes checking and adding fluids, fueling, and cleaning their bus. Drivers will not be required to add engine fluids (oil, transmission, coolant, and/or power steering). Times over 1 hour will require the driver to clock out and clock in at the next run start time. Timesheets should represent this break in paid time on a daily basis.

Training on bus maintenance will occur once per type of bus. Training will include checking and adding fluids, other than engine fluids, and will occur prior to operating the bus. This training must occur for current drivers that have not been trained previously.

- A. Holiday Pay: Provided the driver was present and worked on the scheduled work day before and after a holiday, he/she shall be eligible to receive holiday pay. Exceptions to this include only those absences that have the prior approval of the Supervisor and the Superintendent and have the absence approval received in Central Office. .

Holidays:

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve

Christmas Day

New Years' Eve

New Years' Day

Martin Luther King Day

Good Friday

Easter Monday (unless school is in session)

Memorial Day

* Holiday pay will be calculated and paid at the driver's daily bid run times at the time of the holiday.

B. Uncontrolled Time:

1. Inclement Weather. Drivers will be paid for all inclement weather days (or other "Act of God" days) when school is cancelled. The pay shall be based upon the driver's daily bid run time at the time these days occur, with the rate equal to the regular driver wage per hour. The driver, however, must be available for work to be eligible for such pay. Drivers will be expected to work on any scheduled make-up days when they are scheduled, without additional compensation. If the driver has already reported to work at their scheduled time, they will be paid for the day.
2. Waiting Time: Downtime associated with fog, storms, and breakdowns shall be according to the proportionate amount of the driver's regular hourly wage.
3. Mid-day Run: In the event a mid-day run is cancelled without 48 hours notice, the driver will be paid 1.5 hours

C. Bereavement: Without loss of pay, a regular driver shall be granted time necessary, not to exceed (5) days, for a death in the immediate family. Immediate family shall be defined as spouse, children, father or mother. Three (3) days shall be allowed for the death of the remaining family members (father in law, mother in law, sibling of either spouse, grandmother or grandfather of either spouse, grandchildren, and/or any other person acceptable as an exemption on the driver's income tax or any person who makes his/her home with the driver. Use of bereavement days will not be charged to sick or personal leave and does not impact unused days incentive. One (1) day shall be granted for funerals of others than those persons defined above and will be charged to sick leave.

D. Insurance: The benefits herein described shall apply as defined herein:

1. **Health Insurance:** The Board will provide single subscriber health insurance to any driver with a bus run of 6 or more hours per day, including actual drive time, time between tiers (HS to MS and MS to Elementary) plus any pre-trip and post trip routine time and will pay the full premium up to the statutory State of Michigan hard cap provisions. Drivers working less than 6 hours, should they elect hospitalization insurance, will be responsible for fifty percent (50%) of the district cost. Insurance will be provided to the driver only as a single subscriber.

PAK A Benefits

Drivers will have the option to elect:

MESSA ABC 1 PAK A health insurance with ABC RX Plan
MESSA ABC 1 PAK A health insurance with 20% co-insurance and ABC RX Plan
MESSA ABC 2 with 20% co-insurance and ABC RX Plan
MESSA Essentials with EbM RX Plan

Refer to plan descriptions for benefit details

Delta Dental Plan: 100/75/75: \$1500 Annual Maximum
75: \$1000 Lifetime Maximum
Two Cleanings per year
No Adult Orthodontics

Negotiated Life: \$30,000 Life and AD&D

Vision: VSP 2S

Premium co-pays will be deducted per Section 125 of the IRS rules.

2. The Board will provide single subscriber PAK B benefits as described herein to any driver with a bus run of 6 or more hours per day, including actual drive time, time between tiers (HS to MS and MS to Elementary) plus any pre-trip and post trip routine time. With the election of PAK B, the Board will provide a cash in lieu payment of \$3000 annually

PAK B Benefits

Delta Dental Plan: 100/75/75: \$1500 Annual Maximum
75: \$1000 Lifetime Maximum
Two Cleanings per year
No Adult Orthodontics

Negotiated Life: \$30,000 Life and AD&D

Vision Plan: VSP 2S

For the 2019-20 school year only, there will be an enrollment meeting after the bid meeting in August 2019. Employees that meet the provisions of Article 6, D, 1 or 2 after the bid meeting shall be enrolled in PAK A or PAK B benefits beginning September 1.

The open enrollment period shall take place in November of each school year. Employees meeting the provisions of Article 6, D, 1 or 2 at this time shall be enrolled in PAK A or PAK B beginning January 1 of same school year and these benefits shall remain in place for a full year.

- E. Workers' Compensation: All regular and substitute drivers shall be covered by Workers' Compensation at District expense. In the event of an on-the-job injury of a regular driver in which he/she is entitled to benefits under the Act, the balance of his/her average weekly earnings not covered by the Act shall come from earned sick leave. This portion of sick leave shall then be deducted from his/her accumulated days of such.
- F. Retirement: As long as mandated by State statute the District agrees to maintain coverage of employees under the Michigan Public School Employees' Retirement Fund.
- G. Jury Duty: A regular driver called for jury duty during scheduled work hours shall be paid the normal hourly rate for a regular driver up to a maximum of eight (8) hours per day for the days served. All monies earned as a juror, less reimbursement for mileage, shall be reimbursed to the district through a payroll deduction. A copy of the court letter verifying dates and payment will be submitted to the Business Office. Employees will not be required to return to work if released from jury duty prior to the completion of their work day. Use of jury duty days does not impact unused days incentive.
- H. Mileage Reimbursement: Regular drivers who use their own vehicles for job-related assignments approved by the Director shall be reimbursed for miles driven at the Internal Revenue Service rate.
- I. Special Education Runs
 - a. If the driver shows up at the student's house, without notification of student's absence, they will receive full pay for pick-up and take home.
 - b. If a parent calls in the student's absence that morning, the driver will receive full pay for pick-up and half pay for take-home
 - c. For drivers who only drive special education runs, if a parent calls in the student's absence, for the next day, the driver will receive half-pay for both pick-up and take-home.

- d. If a parent calls in the student's absence for a long term period, the following procedure will be followed:
 - Day 1 and 2: half pay
 - Day 3, 4, 5: twenty five (25%) percent pay
 - Beyond 5 days will be unpaid or the driver will be reassigned to a different run
- e. The driver will report to the Supervisor for any paid downtime [per provisions 3. (b), (c), (d)] to determine if additional work with regular pay is available
- f. For a dual-run when one of the schools have a scheduled day off the driver will not be paid for that part of the run.

ARTICLE 7, TRIPS:

All drivers shall be eligible for trips. A regular driver's first responsibility is to his/her daily run; therefore, any driver may be assigned to trips which would interfere with a Regular Drivers ability to drive and complete his/her daily route. Decisions related to the ability of the Regular Driver to complete his/her daily routes will be made by the Supervisor based upon the time of the daily route and the departure time of the trip.

- A. Roster: Beginning each school year the director shall establish a master eligibility roster with Regular Drivers names listed by seniority. All trips shall be assigned based on this roster with assignments made on a rotation basis within the list. Administration will post trips occurring in the next two (2) weeks immediately after they are scheduled. Drivers must notify administration forty-eight (48) hours before the scheduled departure of the trip if they decline the trip. If the notification is less than forty-eight (48) hours notice, the driver will be skipped on the next rotation. Trips scheduled with less than forty-eight (48) hours notice will not be subject to the provision.
 - 1. Driver Eligibility: All drivers on the eligibility roster shall be eligible for trips. When a regular driver is to be assigned to the trip and acceptance of the assignment would interfere with the regular driver's ability to drive his/her regular run, a substitute driver can be assigned to the trip. The regular driver shall then be considered for the next trip available.
 - 2. Driver Availability: In the event no driver is available for a trip, the Supervisor is empowered to assign the next most senior driver on the roster.
 - 3. Drivers who do not decline posted trips within forty-eight (48) hours will lose their next turn on the rotation.
- B. Wages: Clock time for trips shall begin with the driver's departure time and shall end when the bus has returned, been refueled, and cleaned to the Supervisor's specifications.

1. Overnights: On overnight trips the driver will be paid actual driving time only, a one hundred (\$100) dollar flat rate for waiting time, lodging, and a ten (\$10) dollar per meal allowance. Meals and lodging to be reimbursed upon receipts being provided to and approved by the business office.
2. Meal Allowance, Other: Driver meals on other trips shall also be reimbursed up to ten (\$10.00) dollars per meal upon receipts being provided to and approved by the business office.
3. Trip Pay:
 - a. Pay is to be added to the driver's regular check.
 - b. The trip rate of regular rate for drive time and minimum wage for wait time will apply to trips. Drivers who are assigned trips that interfere with their normally assigned run time will be paid their regular rate up to the drivers daily bid run time after that the trip rate is applied for any additional hours. Trips that take place outside of the driver's regular assignment will be paid at the trip rate.
 - c. In the event a trip is cancelled after the bus driver has already arrived, the driver will be paid for 1.5 hours at their regular rate unless the driver is already in district.
4. Drivers shall not be required to drive more than eight (8) consecutive hours. A break of one half (1/2) hour shall be given after 4 hours of drive time.

ARTICLE 8, VACANCIES:

- A. Posting: When a regular, special education, or shuttle run becomes available, it will be posted in the garage by the Supervisor at least one (1) week prior to permanent assignment:
 1. Interested drivers shall apply to the Supervisor in writing.
 2. Up to the time of permanent assignment the Supervisor may assign such runs on a temporary basis.
- B. Selection: Such run(s) will be assigned to the most senior driver applying during the posting period.

**ARTICLE 9, AGREEMENT APPLICATION TO STATE AND/OR
FEDERAL PROGRAMS:**

- A. Summer Programs: This Agreement does not cover summer programs funded through state and/or federal monies.
- B. Other Programs: This Agreement does not cover any other programs sponsored by the Federal or State Government with the exception of special education.
- C. Postings: When programs are initiated using District buses the Director shall prepare a proposal for driver selection and wages and furnish the Association and the Superintendent a copy. No position shall be filled, except on a temporary basis, until the Superintendent and President of the Association have met to discuss the proposal.

ARTICLE 10, DRIVER RESPONSIBILITY:

- A. Bus: The driver shall be responsible for pre-trip checks of the bus driven or assigned to drive, fueling of the assigned vehicle, and the overall cleanliness of the vehicle (sweeping and washing) on a daily basis within the regular hours assigned to the driver. No vehicle will be parked at the end of a run with less than one-half (1/2) of a tank of fuel.
- B. Safe Operation: Exceeding the established speed laws while driving a District vehicle will be grounds for disciplinary action including immediate discharge.
- C. Children:
 - 1. No bus driver is to bring his/her children/grandchildren on a run unless the youngsters are assigned to the run. Children/grandchildren will get on and off the bus at their assigned stop.
 - 2. No children under school age shall be allowed to accompany the driver on any of his/her runs.
- D. Tardiness: A driver who is tardy three (3) times shall be suspended for one (1) day without pay. A driver tardy four (4) times will receive two (2) days suspension without pay. A driver tardy more than four (4) times may face discharge. Records of tardiness shall drop off of the driver's record on the date of the incidence after three years from that date.
- E. Resignation/Terminations: A driver must submit a letter of resignation when he/she wishes to terminate. A driver who fails to do so is automatically suspended from the terms and conditions of this Agreement losing all seniority and other benefits accrued and/or contained herein.

ARTICLE 11, SICK LEAVE AND PERSONAL BUSINESS LEAVE:

All sick leave, personal business leave, and maternity leave will be paid based on the drivers daily bid run time with the rate of pay being equal to the regular driver wage per hour.

A. Sick Leave: These days are intended to be used for the illness of the individual driver or immediate family. Immediate family shall be defined as spouse, children, father or mother if living with the driver.

1. Earning: Sick days shall be earned at the rate of one (1) day per month to a maximum accumulation of nine (9) days per year.

Sick days must be taken in half or full day increments

2. Accumulation: A driver may accumulate up to eighty (80) days of sick leave.
3. Days in Excess: Any sick days accumulated over eighty (80) shall be paid to the driver at the end of June at the rate of one-half (1/2) the excess accumulation. Any sick leave days accumulated over the maximum of eighty (80) days shall be paid at the end of June each year at \$45.00 a day for each unused sick day.
4. Pay for Unused Sick Days:

Retirement- A regular driver, who leaves employment because of retirement and is eligible for and receives benefits under the School District Employees' Retirement, shall be paid for a maximum of ninety (90) days of his/her accumulated and unused Sick Leave at \$45.00, for each day up to a maximum of 90 days.

Resignation- A regular full time employee resigning their employment shall be eligible for payment of 50% of their accumulated unused sick days at \$40.00 for each unused sick day up to a maximum of 30 days.

5. Doctor Verification: The Supervisor and/or the Superintendent of Schools may ask, after 3 days absence for a doctor's statement to verify illness. Unless approved in advance, due to extenuating circumstances, sick days may not be taken immediately before or following a scheduled break. If a driver is sick on one of these days they may be asked to provide a doctor's note to receive pay for that day if there is a pattern of misuse.

B. Personal Business Days:

1. Pressing Business: Regular drivers will be granted three (3) days per year for business that cannot be transacted at other than normal driving times. It is understood that personal days shall not be used for recreational activities.

Personal days must be taken in half or full day increments.

2. Written Notice/Timelines: Requests must be submitted to the Supervisor, subject to Superintendent or designee review, in writing, on District forms designated for this purpose at least three (3) days in advance except in cases of emergency. Written notification of approval or the reason for denial will be given to the driver within 24 hours of the written request.
 3. Use Prior to Scheduled Recess/Vacation Period: Unless approved in advance, due to extenuating circumstances, such days may not be taken immediately before or following a scheduled break.
 4. At the end of the year, unused personal days roll over to the following year as personal days up to a maximum bank of four. Additional days are transferred to the driver's sick day balance.
- C. Attendance Incentive: Regular drivers shall receive the following incentive for perfect attendance. Allowance will be made according to the following chart for one or two days of absence. Sick, personal business, or days taken without pay (i.e. dock days), or hours taken without pay (i.e. for any reason within the work day) shall be accumulated to the drivers daily bid run time will be counted against this incentive. Such incentive shall be paid based on the drivers daily bid run time in June following the end of the school year.

Zero days (0)	\$500.00
One day off (1.0)	\$300.00
Two days off (2.0)	\$100.00

- D. Right of Refusal, Pre-Arranged Absences: Management may refuse the use of a pre-arranged absence, personal day, or "dock" day. Any request for use of a pre-arranged absence, personal day or "dock" day must be submitted two (2) weeks in advance of the date. Management will respond to the request within one (1) week of the request. If in the judgment of the Supervisor, subject to review by the Superintendent, there is no substitute driver available for a regular driver who has submitted a request for a pre-arranged absence, personal business day, or "dock" day, the employee may be denied the use of this leave day.
- Failure of an employee to report to work on a day which has been denied to them will result in a letter of reprimand being placed in the employee's personnel file and a penalty of one days suspension without pay on predetermined days specified by the Supervisor.
- E. Whenever five (5) or more consecutive compensable leave days are used, these days will be accrued against leave granted through the Family Medical Leave Act (FMLA) for those employees who qualify for leave under this federal law.
 - F. Release time for Association business – In the event that the Association is desirous of sending representatives to local, state, or national conferences conducted by the Association for further cause of its own Association purposes, said representatives shall be excused,

with pay, provided frequency is no more than five (5) days total for the unit and no more than two (2) members may be released on any one day. Notice for use of Association days will be given as soon as possible but no less than 2 weeks in advance. These days will not be accumulate toward the attendance incentive.

ARTICLE 12, LEAVES OF ABSENCE:

A written request for a leave of absence over 5 days must be submitted to the Superintendent at least thirty (30) days in advance of the desired beginning date. The request will include both a proposed beginning and ending date. The granting of such a leave is up to the discretion of the Board.

- A. Seniority: While on unpaid leave of absence the driver's seniority and sick leave is frozen.
- B. Licensing: Upon returning from leave, the driver must possess all required licenses and requirements of the State of Michigan and Department of Transportation.
- C. Termination of Rights: If a driver fails to return to work or apply for an extension of his/her leave, he/she will lose all accumulated seniority, be deemed to have resigned, and his/her run(s) will be posted for filling.
- D. Early Return from Leave: If a driver wishes to return before his/her designated leave ends, he/she will be eligible for open runs only or those being filled by a probationary driver until the leave time is terminated.

A driver filling in for a driver on leave will be scheduled to return to his/her regular run(s) at the end of the leave.

- E. Whenever five (5) or more consecutive non-compensable leave days are used, these days will be accrued against leave granted through the Family Medical Leave Act (FMLA) for those employees who qualify for leave under this federal law.

ARTICLE 13, SENIORITY:

Only drivers who are categorized as Regular Drivers can accumulate seniority. Seniority begins to accumulate when the driver completes his/her probationary period and is assigned a regular daily run. Seniority only accumulates while the driver is actually earning a paycheck from the District.

- A. Leaves: Individuals on an unpaid leave of absence do not accumulate seniority credit while on leave. Individuals on a paid leave of absence or paid/unpaid FMLA will accumulate seniority while on leave.
- B. Frozen: Accrued seniority is frozen for the duration of the unpaid leave.

ARTICLE 14, BIDDING ON RUNS:

Annually, all available runs will be posted by the Supervisor prior to the start of the school year. Regular drivers may bid on available runs according to the following:

- A. Four Runs, First Priority: Drivers bidding on four (4) runs have first choice of runs (four being high school pickup and take home and/or middle school pickup and take home and/or elementary pick up and take home).
- B. Remaining Runs: Drivers wishing to bid on two (2) runs only will do so after the four (4) run positions have been filled. Bidding will also be by seniority.
- C. Duration of Bid: Once runs are assigned the assignments will remain in effect for the entire year subject only to adjustments necessitated by changes in student enrollment or schedule of classes unless the bid is for run(s) of a driver on leave then the assignment is for the time in the posting notice. A second bid meeting will take place after the first count day if any of the assigned runs have been altered in any way.

Students added to a bus run after the bid meeting or after final runs have been assigned will be assigned to the most senior driver's run based on proximity of the pickup/drop off. Proximity will be determined based on fifteen (15) minute increments. If the additional time exceeds fifteen (15) minutes, the student will be added to the driver next in seniority. The assignment of new students to a run will be mutually agreed upon by the Association and the Supervisor based on the terms of Article 14, C.

- D. Posting and Bidding: All runs must be posted and the bidding completed on the Friday prior to the start of the school year.

The bid meeting will take place the 3rd week of August and if a member is gone due to an emergency, they will be assigned the run with the most hours based on seniority. A preference form, listing preferred runs, in order, can be submitted in advance of the meeting if the driver is unable to attend the bid meeting.

- E. Drivers on any leave that will not be able to drive within two weeks of bids will not be able to bid. When they return they will take any available runs; if none are available they will receive the run of the lowest seniority driver.

ARTICLE 15, RETIREMENT:

An Association member, who wishes to retire, will provide the Superintendent of Schools with a letter of retirement at least four (4) weeks before the intended date of retirement.

If, due to some change in circumstances, the driver may wish to withdraw a letter of retirement, the decision of whether or not to accept the withdrawal of the letter rests solely

with the Board of Education.

ARTICLE 16, DRIVER PHYSICALS, UNIFORMS & DRIVER LICENSES:

A. Physicals

1. Annual: Each driver must pass a physical exam every two (2) years except as required by law.
2. Payment:
 - a. Board: The Board will pay for physicals as required by law at a time, place, date, and with a physician designated by the Supervisor of Transportation. A driver who misses his/her physical will not be eligible to drive for the district until a physical is completed with the Board appointed physician.

B. License: After one (1) year of employment, the District will reimburse regular drivers for the cost of his/her state required license.

C. Uniforms:

1. The District will supply regular drivers with one (1) summer and one (1) winter windbreaker and a school district insignia for each.
2. Uniforms are to be replaced as needed. The Supervisor shall determine need. Used jackets in wearable condition will be passed on to new drivers and substitutes. The insignia patch is to be taken off discarded jackets and destroyed.
3. Drivers are responsible for cleaning and maintaining their jackets.
4. A driver who leaves the district's employ will turn in his/her jacket.

ARTICLE 17, GRIEVANCE COMMITTEE ORGANIZATION & GRIEVANCE PROCESS:

A. Grievance Procedure:

1. Definition of a Grievance: A grievance is an alleged violation of the terms and conditions of this Agreement and/or their application. The grievance procedure shall be the exclusive method for settling grievances as defined herein.
2. Time Period Following Alleged Grievance: If the driver or the Association does not process the grievance within seven (7) school days of the date it was alleged to have occurred or the driver and/or the Association could reasonably have been expected to be knowledgeable of it occurring, the grievance shall be considered waived.

3. Grievance Steps:

- a. Level One: Within five (5) school days of the date of the alleged grievance the driver or the Association shall arrange a meeting with the Supervisor to discuss the grievance.

The Supervisor shall have five (5) school days from the date of the meeting to make a decision and forward a written copy of it to the Association and the Superintendent or his/her designee.

- b. Level Two: Within seven (7) school days from receipt of the Supervisor's written decision the driver or the Association may make a written appeal of said decision to the Superintendent of Schools or his/her designee. The appeal shall specify:

- (1) The sections and articles of the Agreement alleged to have been violated.
- (2) The remedy being sought.
- (3) The reason for the appeal including the specific dissatisfaction with the Director's decision.

Within five (5) school days of receipt of the appeal the Superintendent shall arrange a meeting to discuss the matter. Within seven (7) school days following the meeting the Superintendent will issue, in writing, his/her decision with copies to the grievant and the Association.

- c. Level Three:

- (1) If the grievance is not resolved at step two, the grievance, at the option of the Association, may be submitted to binding arbitration. The Association shall give notice to the Superintendent, in writing, of its intention to arbitrate. The grievance shall be appealed within thirty (30) school days from the receipt of the level two decision to arbitration. Such appeal will be in writing and will be delivered to the American Arbitration Association unless the parties have mutually agreed upon an arbitrator on an ad hoc basis. The award of the arbitrator shall be binding upon the Association, District and any employee involved.
- (2) The arbitrator shall have no power to add to, subtract from, alter, or in any way modify the terms of this Agreement. He/she shall have no power to establish new salary schedules or change any salary or supplemental pay provided for in this Agreement. He/she shall have no power to change practices, policy, or rules of the Board unless they are in violation of terms of this Agreement or

reasonable working rules, working conditions, or safety.

- (3) Any grievance not appealed from an answer at any step of the grievance procedure within the time limits set forth shall be considered withdrawn without prejudice.

ARTICLE 18 DISCIPLINARY ACTION, SUSPENSION, AND DISCHARGE

- A. Disciplinary action will be understood as meaning oral or written reprimand; suspension (meaning loss of pay and/or time on the job); and discharge (meaning involuntary termination of an employee by the Board of Education).
- B. Discipline, when invoked, will be progressive in nature. However, the employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation, up to and including discharge.

In the first offense of a minor nature, the usual action shall be an oral reprimand. Should the problem continue, a written reprimand will be issued. Further offenses may result in suspension and ultimately discharge. Just cause shall be determined on the following factors:

- The adequacy of the evidence derived from the investigation.
 - The seriousness of the offense or misconduct.
 - The employee's prior record.
 - The treatment of similarly situated employees.
 - The existence of aggravating or mitigating factors.
- C. Disciplinary action for just cause may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee. Any disciplinary action imposed on an employee which is felt to be unjust may be processed as a grievance.
- D. Reports of disciplinary action and suspension will remain in the individual's personnel file in compliance with the law. In compliance with the law, the report shall be removed from the employee's personnel file, stamped withdrawn from personnel file, placed in a sealed and dated envelope and forwarded directly to the employee by the personnel office.
- E. An oral reprimand will be handled in a private manner that will not embarrass an employee before other employees, students and/or the public.
- F. The employee and the Association shall have the right to begin the appeal process of the suspension or discharge as a grievance at Step 3 of the Grievance Procedure.
- G. An employee who is found to be unjustly suspended or discharged will be reinstated with full compensation for all time lost less mitigation and with full restoration of all rights and conditions of employment including all benefits.
- H. The Board will be responsible for just and equitable administration of the suspension and discharge provisions of this Agreement in regard to individual

administrative management styles.

ARTICLE 19, ASSOCIATION AND EMPLOYEE RIGHTS

- A. The Board agrees to furnish the Association in response to reasonable requests to the Superintendent such public information as may be available concerning the financial resources of the district, budgets, allocations, and such information as may be reasonably necessary to assist the Association in developing intelligent, accurate, informal, and constructive programs on behalf of the employees.
- B. The Association and its members shall, upon proper application and/or approval, be permitted to hold meetings in school facilities. Such use shall be free of charge, provided no additional custodial service cost is involved for the School District. The Association agrees that all of its Association activities will be conducted so as not to interfere with the duties and obligations of employees. The Association will be allowed the use of established communication facilities including but not limited to email and telephone.
- C. Off-street parking facilities shall be provided all employees.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in, or association with any employee organization.
- E. Any bargaining unit member will neither evaluate nor discipline other bargaining unit members.
- F. Except when immediate action is necessary for the health, safety, and welfare of the students, a driver shall at all times be entitled to notification of any infraction of rules or delinquency in professional performance and be guaranteed a prearranged driver-administrative meeting where just cause for giving any warning, reprimand, or other disciplinary action concerning the infraction of rules or delinquency in professional performance shall be stated. The meeting will be conducted at a location where privacy is assured. At all times, drivers will be entitled to have a representative of the Association present at such a meeting. When the request for such representation is made, no action shall be taken with respect to the driver until such representative is present. A driver shall at all times be entitled to have present a representative of the Association at a meeting when an administrative act results in a reduction in rank, compensation or deprivation of any professional advantages.
- G. An employee, in the event of loss, damage or destruction of personal property in connection with any incident while in the line of duty which is not a result of negligence of the employee, will be compensated by an amount not to exceed the deductible limit of any personal insurance. The cost to the District will not exceed two hundred dollars (\$200.00) per claim. The claim will be filed with the Business Office setting forth the extent of loss or damage, as well as pertinent information regarding personal insurance

coverage.

- H. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. Any such assault, which occurs during the performance of official duties, the Board shall provide legal counsel to advise the employee of his/her rights.

Any time lost by an employee in connection with any such incident shall not be charged against the Employee upon the approval of the Superintendent.

- I. The Association shall have the right to post notices of activities and matters of Association concern on a bulletin board in their building. The Association will be allowed the use of the inter-district mail service for communication to its membership.
- J. The District will provide twenty (20) paper copies of the contract to the Union. In addition, the contract will be provided in electronic form to the Union leadership and members.
- K. Thirty (30) days following the proofing/ratification of the tentative agreement package by both the Board and the Association, the printed contract shall be provided for Association members.

ARTICLE 20, PERSONNEL FILE

- A. Each employee under this Agreement shall have the right upon request, to review the contents of their official personnel file exclusive of pre-employment credentials and letters of recommendation. Such a review will be made in the presence of the Superintendent or designee. A representative of the Association may be requested to accompany the employee in such review.
- B. No material originating after initial employment will be placed in the personnel file of the employee unless he/she has had the opportunity to review the material. Each employee shall have the opportunity to reply in writing to any item placed in his/her personnel file, and a copy of the employee's written statement shall be attached to the appropriate document provided all persons involved receive copies of same. If the employee is asked to sign material placed in his/her file, such signatures shall be understood to indicate his/her awareness of the material, but in no instance shall said signatures be interpreted to mean agreement with the content of the materials.
- C. Past records of a detrimental nature which are three (3) years old will not be taken into account when an employee is being considered for promotion, discipline, or discharge, and will be removed from an employee's personnel file at the written request of the employee. The school district will follow the provisions of the Bullard Plawecki Right to Know Act.

- D. Each employee will have the right to request that materials which document the successful completion of any course, seminar, or other program that could increase or broaden the employee's qualifications be placed in his/her personnel file.

ARTICLE 21, NEGOTIATIONS:

- A. Successor Agreements: The above described team shall meet with the Superintendent and/or his designee to negotiate new contracts and/or the addition or revision of existing Articles at a mutually agreed time and place.

ARTICLE 22, SEPARATION CLAUSE

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 23, DURATION OF AGREEMENT:

This Agreement shall be in effect for three (3) years, 2019-2020, 2020-2021, 2021-2022
This Agreement shall be effective as of August 26, 2019 and shall continue in effect for 3 years until August 31, 2022. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

FOR THE BOARD:

Sue Simon 10-28-19
Sue Simon, President Date

Regina Patton 10-28-19
Regina Patton, Secretary Date

Barbara VanSweden
Barbara VanSweden Date
Superintendent 10/25/19

FOR THE ASSOCIATION:

Viola Distlerath 10-23-19
Viola Distlerath, President Date

Marie Hoepner 10-23-19
Marie Hoepner, Vice President Date

Mara Wirtz 10-25-19
Mara Wirtz Date
6-E Uniserv Director
MEA/NEA Local 1


Letter of Agreement
between
New Haven Community Schools
and
MEA-NEA New Haven Transportation Association

The parties agree that should the Macomb County Enhancement Millage pass in 2020, there shall be a wage reopener in August of 2020 for wages for the 2020-2021 and 2021-2022 school year.

The parties agree that should the Macomb County Enhancement Millage pass in 2021, there shall be a wage reopener in August of 2021 for the 2021-2022 school year.

This letter of agreement shall become part of the 2019 – 2022 collective bargaining agreement between New Haven Community Schools and MEA-NEA New Haven Transportation Association.

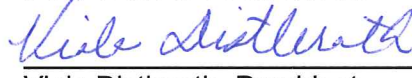
FOR THE BOARD:



Barbara VanSweden, Superintendent
New Haven Community Schools

10/18/19
Date

FOR THE ASSOCIATION:



Viola Distlerath, President
MEA-NEA New Haven

10-23-19
Date

