

## APPENDIX C - Transportation

### Section 1: Rates for Runs:

	<u>2018-2019</u>
Short run: (2 hrs retirement)	\$15.39
Med run: (2 hrs retirement)	\$15.39
Long run: (2 ½ hrs retirement)	\$15.39

#### Extra Runs:

	<u>2018-2019</u>
Vo-ed*	\$15.39
Shuttle runs**	\$15.39
Extra trips	\$15.39

[All runs are based upon an hourly rate.]

[Retirement credit for extra trips and shuttle run is based upon time spent.]

\*Three and one-half (3½) hours credit for the Vo-ed run for the life of this agreement unless extended by mutual agreement in written form. It is mutually agreed that if this run is combined with a long run, whereby the driver receives credit for eight and one-half (8 ½) hours for "retirement credit" they will only be paid additional compensation over the eight (8) hours per day as assigned, including extra runs, if their actual work time exceeds eight (8) hours.

\*\*Inter-building transportation: classified as "shuttle runs"

Over-time work will be permitted only when authorized by the Superintendent of Schools.

Off-Schedule Pay: In addition to the pay provided above, eligible bus drivers will receive one \$250.00 off-schedule payment for the 2015-2016 school year on the nearest payroll date before Christmas Day.

Two (2) days of optional professional development will be offered on days professional staff (teachers) have professional development within the district calendar. These days will be compensated at each employee's hourly rate of pay.

*KB RR*

### Section 2: Snow Days

For the first two (2) days when school is called off because of conditions not within the control of school authorities such as severe storms, fires, epidemics and health conditions, bus drivers shall not be required to work and be granted time off with pay on those days. Snow days will increase one day per year through the life of the contract up to 6 days.

Additionally, should an employee wish to exercise the option of substituting up to two (2) unused personal days and one (1) sick day to avoid a pay reduction for additional days not worked when school is called off, he/she may do so by submitting a personal day leave request form to the Transportation Director the next day worked.

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**Section 3: Holidays:**

Employees covered under this agreement will be entitled to the following holidays off with regular pay.

- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day
- New Years Day
- Good Friday
- Memorial Day

**Section 4: Health Benefit:**

The Board agrees to offer health insurance to eligible transportation employees. A transportation employee may elect single, double or full family coverage. The Employer contribution toward health insurance is based on the employee's weekly work schedule status (see below). The Board shall pay no more than \$6,344.80 for single coverage or \$13,268.93 for double coverage ("Board Maximum Costs").

**District Percent of  
Board Maximum Costs**

<b><u>Single Person:</u></b>		100%
<b><u>2 Person:</u></b>	Short Run	55%
	Medium Run	60%
	Long Run	65%
	Vo-ed With Above Run	100%
<b><u>Full Family:</u></b>	Purchased at employee's expense beyond benefit provided	

**Section 5: In-Lieu of Health Benefit**

Those transportation employees who qualify for cash in-lieu benefits will receive payments pro-rated and paid each pay period with required taxes deducted. Yearly amounts are based on the employee's weekly work schedule status and total:

Short Run	= \$1,800
Med Run	= \$1,800
Long Run	= \$1,800
Vo-Ed Drivers	= \$2,000

If two immediate family members are employed by the school district, only one of the family members may elect to receive health care coverage in the form of either district sponsored insurance or cash in-lieu.

## Section 6: Dental

For the duration of this contract, the Board will provide benefits comparable to the SET-SEG dental plan coverage with orthodontic rider benefit level for the employee and his/her family at the percentage of Benefit Scale up to \$600.00.

## Section 7: Vision

For the duration of this contract, the Board will provide benefits comparable to the "Plan 1" benefit level of SET-SEG Vision Plan for the employee up to a limit of \$200 and limited to increase of not more than 3% per year for each year of this contract. Vocational Run Drivers will receive benefits comparable to "Plan 2" but not to exceed \$300.

## Section 8: Vehicle Maintenance

The board and the union will cooperate with the continuing objective of eliminating accidents and health hazards for the safety and health of its employees during employment hours. The Employer agrees:

1. To properly maintain and repair vehicles.
2. To clean the engine of vehicles at least once each school year.
3. Drivers shall complete appropriate repair request for vehicles.
4. Equipment (brooms, shovels, etc.) shall be properly secured on vehicles.
5. Drivers shall properly perform daily inspection and clean-up of their vehicles.

## Section 9: Driver Requirements

- A. Physicals: drivers must pass their required physicals and return their physical forms to the supervisor.
- B. Each driver must maintain a valid license and proper certification/endorsements, [Passenger Transport (P) and School Bus (S)].
- C. Drug and alcohol testing.
  1. In compliance with federal and state laws, drivers are expected to be called for drug and alcohol testing on a random basis. When selected for this test, drivers will be compensated for mileage drive, and if required to lose time from a scheduled run, they will be compensated as though they had made that run, but limited to regular run time or two (2) hour minimum call in time (whichever is greater).
  2. If a driver fails the test and is suspended from driving, the following events will occur:
    - a. The administration will conduct an investigation regarding the circumstances. If a driver is found to be under the influence of drugs or alcohol, the driver will be suspended without pay.
    - b. The driver will be entitled to an immediate retest at the expense of the district. (This may either be at the test site or at a hospital, depending upon what the administration can work out).

- c. At the discretion of the administration, alternative employment and/or rehabilitation may be permitted. If a driver is found to not be at fault, they will be compensated appropriately for lost time.
- d. If drivers are taking a controlled substance that effects driving ability, under a doctor's care, they are required to report this to the district promptly. Ability to drive will be determined by the doctor and the district.
- e. Testing will be done outside of run time, when appropriate.

3. Testing is at Employer's expense.

**D. Pre-trip Inspection(s).**

Drivers must complete a daily pre-trip inspection during the fifteen (15) minutes prior to their scheduled departure time. Inspection shall consist of the following:

- 1. Check oil and water.
- 2. Check all lights.
- 3. Check lug nuts.
- 4. Check windows and mirrors for cleanliness.
- 5. Check all instruments with engine running.
- 6. Check rear door buzzer.
- 7. Check fire extinguisher, flares and first aid kit.
- 8. A reasonable checklist provided by board in conjunction with all of these checks which is located in the Transportation Handbook.

**E. Clean up**

Drivers shall keep the inside of their bus and rear and front windows clean. Drivers shall sweep out the bus each day and after any extra trip. Clean up shall not include washing the exterior of the vehicles.

**F. Fueling the bus**

Each driver shall fuel his/her vehicle.

**G. Reporting for work**

Drivers are to report to work no less than fifteen (15) minutes prior to the beginning of their runs.

**H. Smoking**

Employees shall not smoke per state law.

**I. Dress and personal hygiene**

Drivers shall dress neatly and cleanly and maintain personal cleanliness including clean hands and hair.

## Section 10: Transporting of Students

Pupil transportation vehicles shall be operated by unit members only with the following exceptions:

- A. In cases of emergency when no unit members are available to operate the buses.
- B. In special cases, with school clubs or classes not funded by the board, where the ability to take the trip is based upon these clubs/classes ability to raise funds including honor society trips, Greenfield Village or any overnight trip.
  - 1. In such cases, the board and the union shall meet to determine reasonable compensation.
  - 2. If reasonable compensation cannot be agreed upon, then the board may provide its own driver.
  - 3. Actual duty hours shall be credited for payroll purpose.
- C. The following trips shall continue to be paid at the regular extra trip rate: ski trips, Mackinaw Island, safety patrol and Shrine circus.
- D. Local practice session for high school sports and high school golf competitions. This is allowed when a school bus is not required.

## Section 11: Extra Trips

- A. July 1<sup>st</sup> shall be the starting of rotation for extra trip assignments each year.
- B. All drivers interested in taking extra trips will sign a paper at the beginning of each school year. Any driver who signs up at the beginning of the school year, but has not been actively taking trips, may begin at any time by being at the next regular extra-trip assignment meeting (held weekly). Drivers will sign an attendance sheet each week indicating that they have been present when extra trips were distributed.

If the day and time of trip distribution has to change, the Transportation Supervisor will notify drivers as soon as possible. Day and time of trip distribution is subject to change in the following school years only upon joint agreement of the Supervisor and the drivers.

Any driver(s) occupied on school related business when trips are given out will NOT be penalized for missed trips, but will be allowed to sign any trip slips they are interested in taking prior to the distribution. These trips will be granted/assigned to the drivers as their name comes up in the rotation for said trips.

- C. Extra trips shall be offered to drivers on a rotation basis by seniority.
- D. A driver electing not to drive an extra trip shall be skipped. The trip will then be offered to the next driver on the rotation. No make-up trip assignment will be offered to the driver turning down the trip if the trip is later cancelled. No switching/swapping of extra trips is allowed without supervisor approval.
- E. The Employer will provide at least three (3) days' notice, whenever possible on extra trip runs.
- F. If a driver is not present during the weekly distribution because he/she is on the job (a bus run), or is sick or utilizing personal time, said driver must make prior provisions for acceptance of any extra trips.

- G. Drivers turning down trips offered with less than twenty-four (24) hours' notice will not be counted as a turn down and rotation will not be lost.
- H. Should more than one (1) extra trip be scheduled on a given date, the first driver on the rotation shall be given his/her choice of the extra trips available.
- I. In the event a trip is cancelled and there is more than one (1) bus scheduled for the trip, the first trip offered is given first option for the cancellation.
- J. In the event that a driver accepts an extra trip and that driver's rotation again comes for another trip on the same day and time as the originally accepted trip, the driver will be offered the next trip that becomes available on a different day and/or trip.
- K. In the event that no driver elects to take an extra trip and no substitute drivers are available, the employer may assign the trip to the driver with the least seniority provided the driver is given at least twenty-four (24) hours' notice (except in case of emergency).
- L. If a driver reports to work for an extra trip and the trip has been cancelled without given the driver notice, the driver will be paid two (2) hours show-up time with no make-up trip.
- M. If a driver reports to work for an extra trip and the trip has been cancelled without giving the driver notice and a regular run is involved, the driver will drive and be paid the regular run.
- N. Under normal circumstances, all overnight trips will be posted five (5) days prior and awarded by seniority sign-up. Drivers whose trip requires them to stay overnight will be paid at a fixed rate.

#### Section 12: Shuttle Runs

- A. Mail runs may be added to shuttle run(s), based upon need by the district.
- B. Sick and personal days may be utilized for shuttle runs pro-rated at one-third (1/3) of a day.
- C. Shuttle runs will be assigned for the year on the same basis as any other run. In the event that no driver bids for this position, it shall be assigned to the low seniority driver. (Special considerations may be given for people with "second jobs" and other work situations.)
- D. Shuttle run drivers will find their own substitutes. (If no sub is found, a substitute driver will be assigned.)
- E. When a shuttle is used in conjunction with a regular run (should be done most of the time), it is understood that either a post- or pre-trip (a.m. run) or a post- and pre-trip inspection will be eliminated.

#### Section 13: Authorized Passengers

Drivers are to transport assigned students and authorized riders only. Unauthorized riders are not permitted.

#### Section 14: Confidential Information

- A. Due to the nature of the job, it is common for drivers to have access to confidential information. It is crucial that any information be maintained as confidential and that this information not be released/disclosed to any other person. Drivers are reminded that release of confidential information could cause a lawsuit to be brought against them by offended people.
- B. Also, by the nature of the job, drivers have access to much information about the district, personnel, and students. It is important that we treat all of this information in a professional manner and not bring discredit to any person or the district. Our personal behavior makes a difference in how we and the district are perceived by citizens.

#### Section 15: Bus Inspection/Clean-up Pay

Driver shall be compensated for one-half (½) hour for inspection/fueling and clean-up of the vehicle for each extra run at the extra trip rate.

#### Section 16: Breakdown Pay

In the event that a vehicle breaks down while on a run, the driver shall be compensated for time lost beyond thirty (30) minutes at the rate for that run per hour. Time lost shall be calculated as all time between the assistance call and continuance of the run.

#### Section 17: Required Meetings/Classes

- A. The Employer agrees to pay the employees who attend meetings and/or classes required in the performance of his/her duties, which are held prior to the beginning of the school year, on weekends, or after a.m. runs. The employee will be paid only for the time actually spent in the meeting or class beyond two (2) meetings not exceeding five (5) accumulated hours at the short run hourly rate.
- B. The Transportation Director may schedule one (1) staff meeting per month held twenty (20) minutes prior to the commencement of p.m. runs or 20 minutes following the a.m. runs. These meetings shall not be included in the five (5) accumulated hours addressed in A (above).

#### Section 18: Extra Trips

Driver shall be compensated for one-half (½) hour excluding bus inspection/clean-up pay, for each extra trip, which is more than one and one-half (1½) hours.

#### Section 19: Reimbursements

##### A. Meal Reimbursements

- 1. Meals shall be reimbursed up to the following rates with detailed receipt required. If a detailed receipt is not available from the food provider, driver shall utilize District provided receipt book. Receipt shall show:
  - 1. Date
  - 2. Event attended
  - 3. Description and cost of food
  - 4. Printed name and legible signature of food provider



Additional amounts can be considered for approval by the Superintendent of Schools prior to expenditure.

Breakfast	\$9.00
Lunch	\$10.00
Dinner	\$15.00
Sack Lunch	\$7.00 (must complete sack lunch form)

\*\*Drivers are allotted 30 minutes for meal breaks

2. Compensation for above meals shall follow these time lines:

All meals:	If group stops for an overnight trip.
Breakfast:	Reporting at 6:00 a.m. or before.
Lunch:	For a four (4) hour trip between 9:00 a.m. and 2:30 p.m.
Dinner:	Leaves at 6:15 p.m. or before. Will not be paid when trip returns at 6:45 p.m. or before.

3. Employees whose trip requires them to stay overnight will be entitled to a stipend of \$140 per day; provided the trip leaves before 11:00 am on the first day and returns after 5:00 pm on the return day.

**B. Physicals**

Employees shall submit to a physical examination as the State of Michigan requires. The Employer shall reimburse the employee for the full amount of the physical not to exceed \$150, unless this is covered by the health benefit.

**C. Licenses/Certification**

Each employee who is required to have a license or certification to perform the duties of his/her position shall be reimbursed for those additional costs beyond their regular operator's license.

Board pays full costs of State mandated road test and all re-tests if mechanical failure and one (1) retest for personal failure.

**D. Outer Wear Apparel/Garments**

1. The Employer shall provide an outer wear apparel/garment (winter jacket, spring jacket, vest, sweater, etc.) as needed. The style selected shall be mutually determined between the District and the Union. In the event a decision cannot be agreed to regarding an apparel/garment selection, the District shall make the final decision.
2. The full cost of the apparel/garment shall be paid by the employer up to \$70.
3. The outer wear apparel/garment is to be worn while on duty only, with reasonable allowances permitted.
4. The employee will clean their apparel/garments as needed.

**Section 20: Sick/Personal Leave**

- A. Upon initial employment and thereafter, full-time regular employees shall be granted ten (10) sick days and two (2) personal days (Pro-rated during the first year of employment). Unused sick days shall accrue to a maximum of 120 days.
- B. If no sick days are used for the school year, the driver will receive a one hundred dollar (\$105.00) attendance bonus. If one (1) sick day is used for the school year, the driver will receive a fifty dollar (\$55.00) attendance bonus. (The first 3 days of funeral leave do not count against the attendance bonus.)

**Section 21: Severance**

At the conclusion of not less than five (5) years of employment in the district, severance pay for accumulated unused sick time up to 120 days for transportation employees, in good standing upon severance, will be granted according to the following schedule:

0 to 5 years	= \$11.00 per day
6 to 10 years	= \$14.00 per day
11 to 15 years	= \$17.00 per day
16 plus years	= \$22.00 per day

**Section 22: Longevity**

The employees covered by this Agreement shall be paid longevity according to their date of hire within the Lake City Area Schools system. The cut-off date for determining longevity will be December 1st with payment made with the second pay in January. Longevity is to be based as follows:

<u>Years of Service</u>	<u>Longevity Pay</u>
5	\$500
10	\$600
15	\$800

**Section 23: Payroll Deductions**

All authorization for payroll deduction will be in writing and shall be available for:

- 1. Financial institutions (bank/credit union)
- 2. Tax deferred annuities

**Section 24: Pay Periods**

Shall be every other Friday (twenty-one (21) pay periods per year).

**Section 25: Regular/Vo-ed Substituting**

Any regular driver subbing for a regular or vo-ed run shall be paid at the regular trip rate for each run.

**Section 26: Vacancy:**

- A. Priority will be given to Lake City Drivers for Extra Trips and CTC runs as they are assigned for the life of this contract.
- B. All vacancies, whether created by expansion, resignation, discharge, transfer, leave, or promotion shall be

filled by the applicant possessing the most seniority in the unit. When seniority between applicants is found to be equal, other qualifications shall be considered (i.e. training, applicable [or related] work experience, past performance of the applicant [where applicable]).

- C. Whenever any vacancy within the bargaining unit occurs, the Board agrees to provide for posting the position and to give written notice of the vacancy to the Union. No Vacancy shall be filled until it has been posted for at least five (5) duty days.
- D. Any non-probationary employee filling a vacancy shall be granted up to five (5) duty days in which he/she may return to his/her former position.

**E. Section 27: Temporary Vacancies**

When temporary vacancies occur, they will be filled on the basis of seniority and qualifications without undue interference with the regular work schedule. All shift openings must be posted. When permanent vacancies occur and no employee bids on the shift opening, the last individual employed can be assigned to the posted vacancy.

**Section 28: Return From Unpaid Leave**

The district has the discretion to retest and/or retrain drivers prior to their return to work.

**Section 29: Pay Docks/Unpaid Leave**

- A. Employees shall be granted three (3) unpaid leave days per year and two (2) days per year may be granted for additional unpaid leave days each year (to a maximum of 5). These will not be used during the first and last weeks of the school year. (See Section C below where by benefits will be charged to the employee.)
- C. Employees shall request such leave in writing to the employer at least two (2) working days in advance, except in cases of emergency.
- C. Driver may use 1 (one) pay dock/unpaid leave day every 2 (two) months without the loss of any benefits. Under any other circumstances, the employee will be charged for the cost of benefits based upon a per diem basis for each day.

**Section 30: Rosters & Maps**

Drivers will receive three (3) hours pay for the beginning of the school year and three (3) hours pay for the second semester. (This is limited to not more than two (2) times per year for a total of six (6) hours.)

**Section 31: Criminal History Check**

The "School Safety" Legislation of 2005 requires that, not later than July 1, 2008, the board of a school district request for each individual who, as of January 1, 2006, is either a full-time or part-time employee of the school district, a criminal history check from the criminal records division of the state police.

To ensure compliance with this legislation, the district agrees to pay the fees charged for conducting this check.

Section 32: Duration

Upon ratification by both parties, this Agreement shall be effective upon ratification and shall remain in full force and effective until June 30, 2022 with annual openers to consider possible changes in carrier, policy changes and financial adjustment to the health insurance benefits and wages adjustments (Sections 1 and 4).

LAKE CITY SUPPORT STAFF FEDERATION

Konda Montoya 6/28/18  
Transportation Unit Date

BOARD OF EDUCATION  
LAKE CITY AREA SCHOOLS

Ruby T. Han  
Board President Date

Joe McGuire  
Board Secretary Date

Kimberly A. Hank 6/28/18  
Superintendent Date