

---

---

**Master Contract**

*between the*

**Farmington Board of Education**

*and the*

**F.T.A., MEA/NEA**

**2010 – 2011**

**Farmington, Michigan**

---

---

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
	PREAMBLE.....	2
I	RECOGNITION .....	2
II	ASSOCIATION SECURITY AND CHECKOFF LIST FOR AGENCY SHOP .....	3
III	BUS DRIVER RIGHTS AND RESPONSIBILITIES .....	5
IV	BOARD RIGHTS AND RESPONSIBILITIES .....	11
V	LAYOFF AND RECALL .....	11
VI	COMPENSATION AND FRINGE BENEFITS .....	12
VII	WORKING CONDITIONS .....	28
VIII	LEAVE OF ABSENCE .....	49
IX	EVALUATION /DISCIPLINE .....	57
X	SPECIAL CONFERENCE .....	60
XI	RETIREMENT POLICY .....	60
XII	GRIEVANCE PROCEDURE .....	60
XIII	NO STRIKE CLAUSE .....	63
XIV	MISCELLANEOUS .....	64
XV	DURATION OF AGREEMENT .....	65
	APPENDIX A .....	66
	APPENDIX B .....	67
	APPENDIX C .....	68
	APPENDIX D .....	73
	APPENDIX E .....	79
	APPENDIX F .....	80
	APPENDIX G .....	83
	INDEX .....	81

## PREAMBLE

It is the purpose of this Agreement to resolve by collective bargaining, in good faith, differences concerning wages, hours and working conditions, and appropriate means of resolving them without interruption of the school program.

This Agreement is made and entered into effective this July 1, 2010 by and between the Farmington Public School Board, Oakland County, Michigan, hereinafter referred to as the "Board", and the Michigan Education Association through its local affiliate, the Farmington Transportation Association, MEA-NEA, hereinafter referred to as the "Association".

## ARTICLE I - RECOGNITION

- A. The Board hereby recognizes MEA, through its local affiliate, the Farmington Transportation Association, MEA-NEA as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for all school bus drivers employed by the Board, including drivers working as bus aides, but excluding bus mechanics, substitute drivers, and bus driver supervisors.
- B. Drivers on leave shall be governed by the provisions of this agreement, unless otherwise specified in this agreement, including the obligation to render dues or service charge under the provisions of Article II.A. and such drivers shall continue to be considered within the bargaining unit.
- C. The Board agrees not to negotiate with any bus drivers' organization other than the Association for the duration of this Agreement.
- D. The President of the Association will have use of layover time for Association business as agreed upon between the Supervisor and Association President.

**ARTICLE II – ASSOCIATION SECURITY AND CHECKOFF LIST FOR AGENCY  
SHOP**

- A. 1. All employees, including drivers on leave, shall be free to join, or not join, the Association provided, however, employees who choose not to join the Association shall, as a condition of continued employment by the Board, cause to be paid to the Association by payroll deduction authorization, a service fee not to exceed the regular, periodic dues of the Association, including MEA-NEA dues. In the event such authorization is not provided within thirty (30) days from the first day of active employment, the Board shall discontinue the services of said employee. The refusal of the employee to contribute the costs of negotiation and administration of the Agreement as herein required, shall be considered just cause for the termination of her/his employment.
2. Bargaining unit members on a leave of absence who do not pay such dues or service fee directly to the Association by May 1 will not have their leave of absence extended for the next school year. They will have to choose to return to work or to resign from the District. If they choose to return to work they will have the delinquent and current dues or service fee deducted from their wages the year they return to active employment. The Association agrees to indemnify and hold harmless the Board, as provided in Section C. below. The Association will notify the Transportation Supervisor by May 15 of the driver's noncompliance with this provision.
- B. The Association in all cases of discharge for violation of this Article shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the employer in the event compliance is not effected. If the employee in question denies that she/he has failed to pay the service fee, then she/he may request, and shall receive, a hearing before the Assistant Superintendent for Human Resources limited to the question of whether she/he has failed to pay the service fee. The decision of the Assistant Superintendent for Human Resources as to whether the employee has complied with this Article will be final and nongrievable.
- C. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires.
  2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
  3. The Association shall indemnify and save harmless the Board from any and all claims, demands, suits, and other forms of liability by reason of any action taken or omitted by the Board, for the purpose of complying with Article II.
- D. For the life of this Agreement, the Board agrees to deduct, upon voluntary, written authorization from the employee, the regular, periodic dues uniformly required by the Association.

**ARTICLE II – ASSOCIATION SECURITY AND CHECKOFF LIST FOR AGENCY SHOP (continued)**

- D. The following shall govern the collection of dues for those electing membership in the Association, pursuant to Section A., above:
1. Check-off Form: During the life of the Agreement, and in accordance with the terms of the form of authorization of check-off dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Board agrees to deduct Association membership dues levied in accordance with the Constitution and By-laws of the Association from the pay of each employee who executes or has executed the authorization for check-off of dues form.
  2. Deductions shall be made only in accordance with the provision of said authorization for check-off of dues, together with the provisions of the Agreement. The Board shall have no responsibility for the collection of membership dues, fines, special assessments, political funds, or any other deduction not in accordance with this provision.
  3. A properly executed copy of such Authorization for Check-off of Dues Form for each employee for whom Association membership dues are to be deducted hereunder, shall be delivered to the Board before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-off of Dues Form which have been properly executed and are in effect. Any authorization for Check-off of Dues Form which is incomplete or in error, will be returned to the Association Treasurer by the Board.
  4. Check-off deductions, under all properly executed Authorization for Check-off of Dues Forms shall become effective at the time the application is tendered to the Board. The Association will turn in to payroll the amounts of dues to be deducted for each driver. Those amounts plus MEA-PAC and NEA-PAC contributions will be deducted over the pays remaining until the second pay of June.
  5. The Association will prove to the Board any additional Authorization of Check-off of Dues Forms under which Association membership dues are to be deducted.
  6. In cases where a deduction is made which duplicates a payment that an employee already has made to the Association, or where a deduction is not in conformity with the provisions of the Association Constitution and By-Laws, refunds to the employee will be made by the Association Treasurer.
  7. Deductions shall be remitted to the designated treasurer of the Association no later than the day after the deductions were made. The Board shall furnish the designated treasurer of the Association monthly with a list of those for whom the Association has submitted Authorization for Check-off of Dues Forms, but for whom no deductions have been made.
  8. An employee shall cease to be subject to Check-off deductions beginning the month immediately following the month which she/he is no longer a member of the bargaining unit. The Association will be notified by the Board of the names of such employees, following the end of each month in which the termination took place.
  9. Any dispute between the Association and the Board which may arise as to whether or

**ARTICLE II – ASSOCIATION SECURITY AND CHECKOFF LIST FOR AGENCY SHOP**  
**(continued)**

- D. 9.(con't) not an employee properly executed or properly revoked an Authorization for Check-off of Dues Form, shall be reviewed with the employee by a representative of the Association and the designated representative of the Board.
- 10. The Board shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions from wages earned by employees.

**ARTICLE III - EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- A. The Board and the Farmington Transportation Association, MEA/NEA, agree to abide by Act 379 of the Public Acts of 1965, and to all other applicable laws and statutes.
- B. The rights and responsibilities created hereunder are obligations and responsibilities of all those in the unit recognized in Article I, Section A.
- C. It is the responsibility of individual drivers to honor Board policies and administrative regulations. It is neither the function nor the right of the Association or individual driver to assume administrative responsibilities.
- D. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Farmington Public School District that:
  - 1. Upon initial employment, each employee shall provide, by certification of a Board designated physician, evidence of:
    - a. Such state of health that she/he is able to attend her/his assigned duties without due absence during the ensuing year.
    - b. Passage of the Department of Transportation's Physical Examination Form.
  - 2. Regular drivers are required to have the State School Bus Driver Certificate of Medical Fitness completed between May 1st and September 1st of each school year. The costs of said certificate will be paid by the Board according to procedures established by the Board. Drivers will be paid one hour of pay for time spent obtaining the certificate. As required by law, drivers shall provide evidence of freedom from active tuberculosis, as arranged by the Board.
- E. Employees are entitled to full rights of citizenship and no employee will be disciplined or discriminated against for exercising those rights. Unless it adversely affects their work performance, the private and personal life of an employee is not within the appropriate concern or attention of the District.
- F. Personnel Files
  - 1. a. The personnel file will be kept in a central location under the supervision of the Assistant Superintendent for Human Resources.

**ARTICLE III - EMPLOYEE RIGHTS AND RESPONSIBILITIES (continued)**

- F. 1. b. An employee will continue to have the right to review her/his personnel file according to the provisions of P.A. 397 upon written request to the Human Resources Office.
- c. Any third party, other than designated Board representatives, must have written permission from the employee to review her/his file. Designated Board representatives are those who have a professional reason related to employment, to review the file. This section shall not apply if any of the following occur:
- 1) The employee has specifically waived written notice as part of a written, signed employment application with another employee.
  - 2) The disclosure is ordered in a legal action or arbitration to a party in that legal action or arbitration.
  - 3) Information is requested by a government agency by subpoena as a result of a claim or complaint by an employee.
2. Any written complaints or compliments directed toward an employee which will become part of the employee's personnel file will be initialed or signed by the employee. No written complaints or compliments without a visible signature or name of the originator of the complaint or compliment may be placed in the employee's personnel file.
3. a. Any document that is added to the employee's personnel file will be clearly annotated at the bottom of each page "cc: Personnel File." All employees will have the option of placing material related to their employment in their personnel files. A copy of the document will be sent to the employee upon receipt in the Human Resources Office. The supervisor may also attach comments to any document in the employee's file provided the employee has been given a copy of the document.
- b. At the request of the employee, letters of compliment will be added to the employee's personnel record.
4. No records may be entered into an employee's personnel file by a Board representative regarding a fact or occurrence about an employee later than six months following the occurrence or knowledge of the occurrence by the Board representative.
5. Records that are not already a part of an employee's personnel file according to the procedures listed in Article III.F.2.,3.,4. will not be used or referred to during the grievance procedure. However, this paragraph will not prohibit testimony as to a fact or occurrence by an employee, the Association, or a District representative in a hearing held during the grievance procedure.

### **ARTICLE III - EMPLOYEE RIGHTS AND RESPONSIBILITIES (continued)**

- F. 6. All documents, communication, and records dealing with the processing of grievances shall be filed separately from the personnel file of the participants. A memorandum may be placed in the employee's file indicating future direction to an employee that may result from the resolution of the grievance. The memorandum will be initialed or signed by the employee. Such signature or initials shall be understood to indicate awareness of the memorandum but in no instance shall said signature/initials be interpreted to mean agreement with the content thereof on the part of the employee.
- G. 1. Complaints made by a parent, community member, pupil, or non-supervisory staff shall be promptly called to the attention of the driver. Prior to the complaint or supervisor's findings being placed in the personnel file, the supervisor shall review it to determine if it has validity. If the complaint is found to be invalid, neither the complaint nor the supervisor's findings will be put in the personnel file. If upon review the District decides to place a complaint and/or a supervisor's findings in an employee's file, the complaint/findings will be initialed or signed by the employee prior to placement in his/her file. Such signature or initials shall be understood to indicate awareness of the complaint/findings but in no instance shall said signature or initials be interpreted to mean agreement with the content thereof on the part of the employee.
2. If any complaints are received, which are anonymous to the driver, the driver shall be notified but no action will be taken on them and they will not be placed in the driver's personnel file. No unsigned complaints or complaints that were signed with the signature blocked out or obliterated may be placed in the driver's personnel file.
- H. The driver will be entitled to attach a dissenting opinion or clarifying statement to any written communication sent by an administrator to a driver regarding her/his work performance. This document will be initialed or signed by the administrator and driver. Such signature or initials shall be understood to indicate awareness of the document but in no instance shall said signature or initials be interpreted to mean agreement with the content of the document on the part of the administrator.
- I. The following provisions shall be applied to all requests for information regarding a bargaining unit member under the Freedom of Information Act (FOIA):
1. Once a FOIA request is received by the District, the involved bargaining unit member and the Association Uniserv Director and/or Association President shall be promptly notified and provided with a copy of the FOIA request.
  2. If requested by the employee, and as soon as possible, the District will meet with the affected employee (and Association representatives if the employee requests such representation) to review the FOIA request and the document(s) requested, provided schedules permit within FOIA timelines.
  3. The District will attempt to honor all exemptions regarding production of documents as identified in FOIA, to the extent they apply.
  4. Disciplinary reports, letters of reprimand and other records of disciplinary action which are more than four (4) years old will not be released, unless mandated by changes in applicable law.



### **ARTICLE III - EMPLOYEE RIGHTS AND RESPONSIBILITIES (continued)**

- I. 5. Records relating to unsubstantiated complaints against an employee and/or investigatory record into an employees conduct, where disciplinary action is not taken will be expunged and not released to third parties.
- 6. On any documents that are to be released under a FOIA request, all material deemed to be exempt must be redacted.
- J. 1. Any student allegation of assault and/or battery against a driver, which had its inception in a school centered problem, shall be promptly reported to the bus supervisor. The Board shall provide legal counsel to advise drivers of their rights and obligations with respect to alleged assault and/or battery, and shall render other assistance it deems necessary to the driver in connection with handling the incident by law enforcement and judicial authorities. Time lost by drivers, other than for disability, in connection with incidents described above will not be charged to drivers unless drivers are adjudged guilty, or judgment is rendered against them in connection with such alleged assault and/or battery upon them in a court of jurisdiction from which no appeal has been taken.
- 2. a. In the case of an alleged assault and/or battery by a student upon an employee, in the process of transporting the student to school or before leaving school to transport the student home, the student will be immediately suspended from the bus by the administrator, pending the driver's meetings with the student and/or parent and administrator, to determine whether assault and/or battery occurred.
- b. In the case of an alleged assault and/or battery by a student upon an employee in the process of transporting the student home, the student will be suspended from the bus the following morning pending the driver's meetings with the student and/or parent and administrator to determine whether assault and/or battery occurred.
- 3. If the administrator determines that the alleged assault and/or battery occurred, she/he will recommend either extended suspension or expulsion of the student to the Executive Director of Safe Schools and Student Services, for a decision under the procedures under the student code of conduct. In unusual circumstances involving a student seven years or younger or a special education student, the Executive Director of Safe Schools and Student Services may approach the Association for a deviation of the penalty or procedures outlined above which will not be unreasonably denied.
- 4. Upon the employee's request, an Association Representative may be present at the meeting or meetings described in 2. above.
- 5. In the event the administration determines that a student has battered a member of the unit, the District will reimburse the employee for any loss or damage to the clothing or personal property of the employee following a report to the business office.
- K. The Association shall be provided with bulletin boards or sections thereof for the purpose of posting Association materials.

**ARTICLE III - EMPLOYEE RIGHTS AND RESPONSIBILITIES (continued)**

- L. Association officials who are not employees of the District shall be permitted to visit school premises to transact official Association business, provided they first report to the supervisor's office (or other Board representative in appropriate instances) upon entry, and secure permission from the supervisor (or other Board representative). Permission shall not be withheld if the Association official's visit will not interfere with or disrupt school operations.
- M. 1. The Board agrees to make payroll deductions at the request, and by the authorization of any driver, for the following items:
- a. Association dues.
  - b. Association service charge, as defined in Article II.A.
  - c. Voluntary miscellaneous deductions authorized by the drivers and Association in writing and planned by agreement with the Personnel Office.
  - d. Contributions for Tax-Deferred Annuities (403(b) plans and 457 plans). The 403(b) and 457 plans available through payroll deduction are not endorsed, guaranteed or recommended by the Board or Association. The decision to participate with any company is the employee's alone. The Board and Association shall be held harmless from any claim of liability associated with the availability or handling of these contributions. (see Appendix F)
  - e. Credit Union deposits and payments.
  - f. Insurance premium payments (limited to those insurance programs available during the open enrollment periods of September).
2. In addition, deductions from pay shall be clearly identified and itemized, in writing, on the check itself or any attached notice.
3. Refunds for errors or over deductions shall be made within four (4) weeks from the date the error or over deduction is detected.
4. Regular salary payments will be issued bi-weekly via direct deposit in accordance with the payroll schedule and the direct deposit guidelines of the employee selected financial institution receiving such deposit. A pay stub reflecting the deposit will be issued to the employee either by hard copy or via online pay stub at the discretion of the District concurrently with the transfer of the direct deposit payment. The first payment at the beginning of the school year for less than 12 month employees will be issued the first payroll following the beginning of their work year.
- N. The Board will make available to the Association all public information including the following (which shall be sent to the Association when they become available):
- 1. Agendas and minutes of all Board meetings.
  - 2. Annual financial report.

### **ARTICLE III - EMPLOYEE RIGHTS AND RESPONSIBILITIES (continued)**

- N. 3. Budgets and budget revisions.
4. Board policies and by-laws.
- O. The Board will make available to the Association president information when specifically requested that is necessary for the processing of a grievance. There will be no charge to the Association for reasonable requests.
- P. The Board and Association will continue to apply the provisions of this Agreement without regard to race, religion, color, national origin, age, sex, sexual orientation, height, weight, handicap, creed, and marital status.
- Q. 1. No non-unit personnel will transport students on a bus except according to District past practice prior to July 1, 1982.
2. Each November the Transportation Supervisor will provide the Association with a copy of the Michigan Department of Education Transportation Summary Sheet (Form No. DS 4159) and a list of school buildings/programs accompanied with the number of Farmington students being transported by Servicar, Ambutan, etc.
- R. 1. The Association will be granted the use of 97 days or 776 hours, with pay, for Association business, as certified by the President. A portion of these hours may be scheduled daily to be used by the President. Once a year, two delegates will be released to attend the MEA Representative Assembly, without charge to the Association or the individual. If the Association does not use all of its allocated Association days by the end of the fiscal year, it will be permitted to carry over the unused portion, to be used in the next fiscal year.
2. An additional five (5) days will be granted if the Association reimburses the District for any additional salary costs incurred, if any, for the replacement employee and/or substitute.
3. Employees will also be released to attend to MEA business, as certified by the president, if the Association reimburses the District for the wages of the employee.
4. Employees may also be released with approval of the supervisor to attend to school business.
- S. An employee selected by the Association will serve as a member of the District Communicable Disease Review Committee. Any other District committee dealing with a Transportation Department concern may contact the Association president for a representative to work with the committee.
- T. Anti-Harassment
1. An environment of mutual respect for the rights and dignity of others must prevail if the Farmington Schools are to fulfill their educational purposes. Staff and Board of Education members are encouraged to form, hold, and express their own beliefs and opinions. However, a staff or Board member's exercise of free expression must not interfere with the acknowledged rights of students, staff, Board members, and other personnel to be free from derogatory or other objectionable conduct of a physical or

### **ARTICLE III - EMPLOYEE RIGHTS AND RESPONSIBILITIES (continued)**

- T. 1.(con't) verbal nature, based upon religion, race, color, national origin, age, sex, height, weight, marital status, sexual orientation, or disability where such conduct has the purpose or effect of substantially interfering with said person's employment or education, or creating an intimidating, hostile or offensive employment or educational environment. Any such conduct shall be considered harassment. It is the policy of the school district to provide students, staff, Board members, and other personnel with an atmosphere which is free from any form of harassment. Harassment of any kind by a supervisor, Board member, or employee of the school district will not be tolerated. Swift, appropriate, and firm disciplinary action will be taken against any school district employee or Board member found to have violated this policy against harassment. Based upon the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination.
2. Reporting Procedures – See Appendix B.

### **ARTICLE IV - BOARD RIGHTS AND RESPONSIBILITIES**

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including the foregoing, but without limiting the generality of: the determination and administration of policy; the operation of the school; the management and control of school properties, facilities and equipment; and the selection, direction, transfer, promotion, discipline, or dismissal of all personnel.
- B. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, and the adoption of such rules, regulations, and policies as it may deem necessary, shall be limited only by the specific and express terms of this Agreement.

### **ARTICLE V - LAYOFF AND RECALL**

- A. Before official action is taken on a reduction of employees, the District will give at least three (3) weeks notice to the Association and afford the Association an opportunity to discuss the reduction except in the cases of reductions caused by employees returning from a leave of absence.
- B. Layoff Procedures:
- When, in the determination of the Board, a reduction in force is necessary, the following procedure will be followed:
1. Employees will be laid off according to seniority, starting with the employee with least amount of seniority.
  2. a. The Administration will notify the employee(s) involved, in writing, by certified mail or hand delivery with a copy to the Association, of the possibility of a layoff. This notice of a possible layoff does not constitute a

**ARTICLE V - LAYOFF AND RECALL (continued)**

- B. 2. a.(con't) notice of layoff.
  - b. The Administration will notify the employee(s) of actual layoff, in writing by certified mail or by hand delivery, with a copy to the Association, at least fourteen (14) days prior to their last day of work.
  - c. Drivers will not be laid off if it is known by the District that a basic assignment will become vacant within seven (7) days following their tentative date of layoff.

C. Recall

Employees shall be recalled in reverse order of layoff. Notice of recall shall be either hand delivered or sent to the employee's last known address by certified mail. Employees shall be given fourteen (14) calendar days in which to report to work, after having been notified to report. In the event that the employee fails to accept or receive the notice by certified mail, notice will be deemed to have been received as of the first date the post office attempted to deliver the letter. On the day an employee is recalled the supervisor will post a notice of recall, including the employee's name and date of recall. An employee will remain on the recall list for four (4) years or length of service as a bargaining unit member, whichever is greater.

- D. Any employee on layoff will be offered a substitute driving position according to seniority.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS**

A. Pay Rates

1.	<u>2010-2011</u>	<u>Hired Before 7/1/08</u>	<u>Hired on or After 7/1/08</u>
	First year	\$16.53	\$14.05
	After 1 year	\$17.68	\$15.03
	After 2 years	\$18.59	\$15.80
	After 3 years	\$19.50	\$16.58
	After 4 years	\$21.65	\$18.40

- 2. a. Bus driving experience as a substitute or as a regular driver is recognized as a valuable asset. Employment as a certified driver for Farmington Public Schools, prior to entering the bargaining unit, for a period of seven months of active service will entitle the member to one full year's credit on the salary schedule for each year of experience, not to exceed two years, provided that not more than twenty-four (24) months have elapsed since the termination of bus driving duties by the member. Once employed, a full year of service shall mean seven months (7) of active service employment as a certified driver. Active service is defined as working at least one half (1/2) of the work days in a month.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- A. 2. b. If a driver enters the bargaining unit with less than two years of experience credit, is laid off and later returns to a bargaining unit position, she/he will be entitled to one full year's credit on the salary schedule for each year of bus driving experience as a substitute and/or as a regular driver, not to exceed a total of two years as provided in 1) above. This provision does not preclude a driver who at the time of layoff has accrued more than two years of credit on the salary schedule from retaining those accrued years upon recall.
- 3. Field trip drivers (with or without layover) and drivers working in bus aide positions will be paid the regular driving rate.
- 4. a. Effective with the ratification of this Agreement, advancement from one year to the next on the above pay schedule is based on the following:
  - 1) Employees hired between the first day of school and November 15 will advance on the first day of school of the following school year.
  - 2) Employees hired between November 16 and April 15 will advance on February 1 of the following school year.
  - 3) Employees hired between April 16 and the day before school starts will advance on the first day of school of the year following the next school year.
- b. Drivers who have been laid off will advance one step on the salary schedule upon recall if they had at least seven (7) months of active service between their anniversary date and the date they were laid off. Active service is defined as working at least one-half (1/2) of the workdays in a month.
- 5. Longevity
  - a. Longevity will be paid at the conclusion of the school year and will be based on the total years of service as an employee in Farmington, excluding time spent as a day-to-day substitute, a student helper, and/or a less than five (5) days a week noon supervisor. A year of service will be defined as follows: those individuals hired into the bargaining unit on or before January 15<sup>th</sup> shall be credited with a full year of service for purposes of determining longevity; all other years of service are defined as working one-half (1/2) of the scheduled work days of a month for seven (7) months in a contract year. Days of paid leave time will be considered as work time in computing the seven (7) months of service. The years of service do not have to be as a FTA member, but may be in other positions in the district. When entering the bargaining unit, the employee will be credited with the total years of service earned outside the bargaining unit. In the event employment is terminated prior to payment, but subsequent to achievement of the seven (7) months of service, the longevity will be paid in the employee's final paycheck.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- A. 5. b. The longevity amounts are as follows:
- |                  |          |
|------------------|----------|
| 5 - 9 years      | \$400.00 |
| 10 - 14 years    | \$600.00 |
| 15 years or more | \$800.00 |
6. The School District will reimburse drivers for the cost incurred in acquiring a commercial driver's license (including the cost of the road test) which is in excess of the cost of a basic chauffeur's driver's license. The School District will also pay for the cost of any other test required by the District as well as the annual physical examination. However, the driver will be responsible for paying for all retests due to failure, after the first retest.
7. The Board of Education will continue to contribute to the Michigan Public School Employees Retirement System for each employee.
- B. Vacation Allowance
1. a. Employees hired before July 1, 2008 shall be entitled to vacation pay or days in accordance with the following schedule:
- |                  |         |
|------------------|---------|
| After 1 year -   | 8 days  |
| After 5 years -  | 13 days |
| After 10 years - | 17 days |
| After 14 years - | 20 days |
| After 20 years - | 21 days |
- b. Employees hired on or after July 1, 2008 shall be entitled to vacation pay or days in accordance with the following schedule:
- |                  |         |
|------------------|---------|
| After 1 year -   | 5 days  |
| After 5 years -  | 8 days  |
| After 10 years - | 12 days |
| After 15 years - | 15 days |
- c. Employees who have less than one year of service, i.e., hired after January 1<sup>st</sup> of the school year, will receive one-half vacation day for each month of service.
2. Vacation allowance for the current year will be based on the individual's hourly rate in effect at the time the vacation days are taken or paid off, multiplied by the number of hours regularly scheduled for the individual on an average work day of the current year multiplied by the number of days provided by that individual's length of service. It is understood that the work hours in a driver's permanent assignment may change. In order to accommodate such changes, a driver's accumulation of vacation hours will be adjusted after the bumping meeting, in the last week in January, the last week in April and following the last regularly scheduled work day in the contract year. Vacation allowance is available from the beginning of the regular work year but will not be recorded on drivers' pay stubs until after bump.

## **ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- B.
3. Any employee who leaves the employment of the Farmington Public School District during the current fiscal year (between July 1 and June 30 of the succeeding year) as a result of the dismissal, or who had less than six (6) months continuous service, shall not earn any vacation rights.
  4. Any employee who leaves the employment of the Farmington Public Schools during the current fiscal year (between July 1 and June 30 of the succeeding year) by voluntary separation, shall be granted pro-rated vacation pay according to Article VI.B.1., provided the employee gives two (2) weeks written notice of her/his intent to resign.
  5. For the purpose of this Article, a full year of service shall mean regular employment from a date prior to January 1 of the school year, and continuing through the end of that school year. Employees who take a leave of absence, other than paid sick leave, will have their year of service reduced by the length of the leave of absence, and vacation allowances prorated accordingly. Vacation pay will be at the employee's normal daily rate, times the number of vacation allowance days.
  6.
    - a. There shall be no vacation time off for bus drivers, except as provided in Article VIII.P.5., but rather a vacation pay allowance.
    - b. Vacation allowances for unused days will be paid no later than the pay date reflecting the last pay period of the regular school year. If, at the end of the contractual work year, a driver has used more vacation hours than she/he earned during that year, she/he will reimburse the district for the unearned hours. If the driver provides written consent to the District waiving his/her rights under Section 7(4) of Michigan PA390, the amount of overpayment will be deducted from the driver's pay no later than the pay date reflecting the last pay period of the regular school year. If the amount of that pay is insufficient, the balance will be deducted from the next available pay(s).
    - c. A driver will have the option of using a vacation day, due at the end of the current school year, on any day during the school year when school is not in session district wide.
  7. Vacation pay benefits will be computed on the basis of months of active service with the Transportation Department of Farmington Public Schools, provided the active service is continuous and in accordance with Article VII, Section A. Active service is defined as working at least one half (1/2) of the work days in a month.
  8. All vacation benefits must be approved by the appropriate Supervisor.
- C. Driver Training
1. All drivers are required to attend basic and advanced training classes offered to improve their effectiveness. When a driver attends basic training, advanced training, and/or the on-the-road certification test, the District will provide transportation and pay the driver her/his regular hourly rate.



## **ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- C. 2. a. All drivers must provide proof of renewal of their Commercial Drivers License (CDL) no later than the original date of expiration, which may include the road test requirement as administered by Oakland Schools or other state certified examiner. Current employees will not be required to take and pass a road test unless they are required by law to pass a road test or the District has reasonable suspicion that a driver's performance is impaired.
- b. If the District has reasonable suspicion that a driver's performance is impaired, they may require a driver, who would otherwise be exempt, to take the road test. If this occurs upon renewal of the driver's license and the driver passes, on her/his first attempt, each of the three (3) sub tests at 90% or better, as tested by Oakland Schools or other state certified examiner, they shall also receive five hundred dollars (\$500) in recognition for excellence as a school bus driver.
- c. 1) Drivers who are unsuccessful in achieving their road test and CDL renewal in their first attempt may choose to work as a bus aide at their regular rate of pay until the second attempt. During this period the District, at the driver's request, will provide additional training to the driver without pay to the driver. Within ten (10) work days, the driver must apply to retake the test. If a driver is successful in her/his second attempt to renew her/his road test and CDL, the driver will return to her/his regular assignment.
- 2) If the driver is unsuccessful in her/his second attempt she/he will, until the beginning of the next school year, remain as a bus aide at bus aide wages until she/he is successful at renewing her/his road test and CDL. Her/his basic assignment will be awarded to the next person eligible to enter the bargaining unit and her/his extra-time assignment(s) will be posted.
- 3) If the driver is successful at renewing her/his road test and CDL prior to the beginning of the next school year, the driver will be allowed to return and make up her/his basic and extra-time as closely as possible by either taking a vacancy, for which she/he has the requisite seniority, or by displacing the least senior employee for a basic assignment. She/he may also displace the least senior driver for extra time in the same manner, to equal her/his former hours as nearly as possible. However, if the lowest basic assignment and/or extra-time assignment happens to involve a vehicle other than her/his original type of vehicle, the driver may pass to the next appropriate assignment on this list.
- 4) If she/he is not successful at renewing her/his road test and CDL by the beginning of the next school year she/he will be placed on a personal leave for the next school year. The driver is obligated during this time to continue to attempt to become certified. While a driver is on a personal leave she/he may choose to sign up for and work as a substitute employee for the District in any position for which she/he is qualified, (i.e. office employee, paraprofessional, food service, custodian, noon aide, bus aide, teacher.) If the driver is unsuccessful in renewing her/his CDL and road test by the end of this school year, she/he will no longer be considered an employee of the District.

## ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- C. 3. Drivers who lose their license or exceed six (6) points will be placed on a personal leave for up to two years until their license is reinstated or they have less than six (6) points. Upon return from personal leave they will be placed as a substitute driver and may apply for vacancies as they occur. While a driver is on a personal leave she/he may choose to sign up for and work as a substitute employee for the District in any position for which she/he is qualified (i.e. office employee, paraprofessional, food service, custodian, noon aide, bus aide, teacher.)
4. a. In the event of newly enacted legislation, or change in statutory requirements which cause an employee to cease driving, such employee will be placed on a personal leave of absence, not to exceed one (1) year, provided the employee takes affirmative action to re-qualify or become statutorily acceptable. During such leave of absence, the employee will retain earned seniority, but will not accrue seniority during the year's leave, nor be eligible for any other benefits under the Agreement during such leave. While a driver is on a personal leave she/he may choose to sign up for and work as a substitute employee for the District in any position for which she/he is qualified (i.e. office employee, paraprofessional, food service, custodian, noon aide, bus aide, teacher.)
- b. When the employee returns, if a vacant run is not available, the returning driver shall be allowed to displace the lowest employee on the seniority list for a basic assignment. She/he may also displace the lowest seniority employee for extra time in the same manner, to equal her/his former as nearly as possible. However, if the lowest basic assignment happens to involve a vehicle other than her/his original type of vehicle, the employee may pass to the next appropriate run on the list.

### **INSURANCE BENEFITS:**

The definition of "two person(s)" and "full family" for health, dental, and vision coverage will include Other Qualified Adult for those employees who are eligible and who submit the affidavit (Appendix D), subject to the rules of the underwriters.

#### **D. Hospitalization and Medical Insurance**

1. Effective July 1, 2008, each full time employee hired before that date may select one (1) of the four (4) following options:

a. **FHP 1**

Farmington Health Plan 1 (FHP 1) with benefits pursuant to the FHP 1 Summary Plan Description (SPD). It is expressly understood that the determination of the carrier or decision to self-insure is the right of the Board of Education.

Effective April 1, 2008, the prescription co-pay as listed in the FHP 1 SPD will be \$5 for generic drugs, \$20 for brand name where no generic is available and \$30\* for brand name where a generic is available. The one-time co-pay for Mail Order Prescription Drugs (MOPD) will be \$5/\$20/\$45\* for a three (3) month supply.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- D. 1. a. Effective July 1, 2010, employees electing this option will contribute the following amounts monthly: \$55 single, \$110 two person and \$145 full family. Effective July 1, 2008, the deductible will be \$250 single / \$500 two person and full family, the drug co-pay will be \$5/\$30. The one-time co-pay for Mail Order Prescription Drugs (MOPD) will be \$10/\$60 for a three (3) month supply.

\* Employees enrolled in FHP 1 who select brand name drugs when a generic equivalent is available will pay the applicable co-pay as well as the difference in cost between the generic and the brand name unless it is documented that the brand name is medically necessary.

b. **FHP 2**

Effective July 1, 2010, the Farmington Health Plan 2 PPO (FHP 2) with benefits pursuant to the FHP 2 Summary Plan Description (SPD) will be the base plan for all eligible employees hired before July 1, 2008. Employees electing this option will contribute the following amounts: \$30 single, \$60 two person, \$70 full family. It is expressly understood that the determination of carrier or decision to self-insure is the right of the Board. The deductible will be \$100 single, \$200 two person and full family in-network and \$250 single, \$500 two person and full family out-of-network. The prescription co-pay, as listed in the FHP 2 SPD will be \$5/\$20/\$30\*. The one-time co-pay for Mail Order Prescription Drugs (MOPD) will be \$5/\$20/\$45\* for a three (3) month supply.

The district will contribute \$250 per member/\$500 per family (after deductible) toward the percentage co-pay maximums of \$500 per member/\$1000 family in-network and/or \$1500/\$3000 out-of-network.

\* Employees enrolled in FHP 2 who select brand name drugs when a generic equivalent is available will pay the applicable co-pay as well as the difference in cost between the generic and the brand name unless it is documented that the brand name is medically necessary.

c. **HMO**

A Health Maintenance Plan (HMO) with benefits comparable to the plan in place as of the effective date of this agreement, including a \$5/\$10/\$20 drug rider. The one-time co-pay for Mail Order Prescription Drugs (MOPD) will be \$10/\$20. The plan includes a \$10 office visit co-pay and a \$50 emergency room co-pay (waived for accidental injury or if admitted). The District and the Association will meet, as necessary, to review alternative HMO providers and prescription drug carriers.

It is understood that the determination of carrier or decision to self-insure is the right of the Board.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

D. 1. d. **Options "in lieu of" medical coverage:**

- 1) An election of \$500.00 per year cash (prorated the first year dependent on date of hire) which can be redirected to a board-approved tax deferred annuity (TDA) and/or board-paid variable options. The TDA payment will be made directly to the carrier at the end of each December.
- 2) In addition to option d..1) above, you may elect prescription-only coverage with a \$5/\$20/\$30\* co-pay and a one-time Mail Order co-pay of \$5/\$20/\$45\* for a three (3) month supply. This option is only available for a district employee whose spouse is employed someplace other than Farmington Public Schools.

\* Employees who select brand name drugs when a generic equivalent is available will pay the applicable co-pay as well as the difference in cost between the generic and the brand name unless it is documented that the brand name is medically necessary.

e. **BASE PLAN NEW HIRES**

Effective July 1, 2008, the base health plan for new employees in their first four years of employment is the HMO pursuant to 1.c) above. These employees may buy-up to FHP 2 for a contribution of \$55 S/\$110 2P/\$145 FF per month, or to FHP 1 for \$75 S/\$135 2P/\$170 FF per month. After four (4) years, the base plan for these employees will be FHP 2.

2. To be eligible for hospitalization insurance the employee must be working except as covered in Article VIII.K.5.
3. In the event of any violation of the no strike provision, this provision shall be immediately terminated and discontinued and the Board shall be reimbursed by the individual for any premium paid but unused.
4. Part-time employees will receive a prorated share. A full time employee shall be interpreted to be those who work thirty-eight (38) weeks or more, and those who work at least five (5) hours per day, five (5) days per week. The District will count all district employment (i.e. noon aide, hall monitor, bus aide, etc.) towards qualifying for full-time status for health insurance. Part-time employees hired before July 1, 2008 must work a minimum of fifteen (15) hours per week to qualify for the insurance program. Employees hired on or after July 1, 2008 must work twenty (20) hours per week to qualify for the insurance program. Subsidization on a fifty percent (50%) basis will be allowed for employees who work fifteen (15) hours per week (twenty hours if hired on or after July 1, 2008), but less than twenty-five (25) hours per week. Above benefits will be provided to all regular, full time and part-time employees, for the full calendar year, except those employees who terminate their employment. Their insurance benefits will end at the close of the month in which they terminate.
5. In the event of the death of an employee, her/his health insurance coverage will remain in force for her/his dependents for an additional six (6) months.

## **ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

### **E. Term Life Insurance**

1. The Board will provide, for each employee, life insurance protection including accidental death and dismemberment and a two (2) year disability waiver of premium riders in the amount of \$50,000.
2. Such insurance to be effective thirty (30) days after signing of this Agreement, or when terms of the carrier have been met, whichever comes last.
3. The Board will determine the carrier of such insurance.
4. This benefit to cover all employees of the bargaining unit who qualify.
5. The life insurance policy will include a 30 day conversion right upon termination of employment. Any employee may elect his/her right of conversion in order to keep her/his term life in force within thirty (30) days of their last day of work.

### **F. Long Term and Permanent Disability Insurance**

1. The District agrees to provide one hundred percent (100%) of the cost of long term disability to all employees. Long term disability insurance shall mean income protection in conformance with the District's policy carrier for all eligible employees in cases of sickness or disability to age sixty-five (65) for disability commencing prior to age sixty-one (61) and up to five (5) years, but not beyond age seventy (70) for disability commencing at or after 61. For disability commencing at age 69 or older, the maximum benefit period will be one year. Eligibility for benefits will begin after the expiration of one hundred twenty (120) calendar days or accumulated sick leave, whichever is greater, with a maximum monthly benefit of six thousand one hundred eleven dollars (\$6,111.00), based on sixty-six and two thirds percent (66 2/3%) of the employee's regular salary computed on a monthly basis. Benefits are payable upon approval of the LTD Carrier. The policy will also contain a social security freeze, alcoholism/drug and mental/nervous waivers. The Board at its option may extend the waiting period to 365 days. Following placement of an employee on L.T.D. coverage, her/his health insurance coverage will remain in force for an additional twenty-four (24) months. If an employee's health insurance has continued while she/he was on an unpaid health leave, immediately prior to qualifying for L.T.D., then that time period will be deducted from the 24 months.
2. The Board will determine the carrier of such insurance.

### **G. DENTAL CARE:**

1. For those members of the bargaining unit who are not covered by other dental insurance, the Board agrees to provide a plan composed of Class I – Preventative (office visits, cleaning, x-rays and fluoride): 100%, Class II – Restorative (crowns, fillings, root canals, periodontic, and oral surgery): 90%, class III – Major (bridges and dentures): 90%, Class IV – Orthodontic: 90% (\$2000.00 lifetime maximum to age 19). Class I, II and III benefits will have a \$2000.00 yearly maximum. This plan is a preferred provider organization (PPO) with no deductible when the employee utilizes the ADN, Dentemax or Michigan Dental Plan networks. Out-of-network services will be paid at the highest in-network rate among the three networks listed above. The employee will be responsible for any additional charges.

## **ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- G. 2. For those members of the bargaining unit who are covered by other dental insurance (including District - provided coverage), the Board agrees to provide a plan composed of Class I – Preventative (office visits, cleaning, x-rays and fluoride): 50%, Class II – Restorative (crowns, fillings, root canals, periodontic, and oral surgery): 50%, Class III – Major (bridges and dentures): 50%, Class IV – Orthodontic: 90% (\$2000.00 lifetime maximum to age 19). Class I, II and III benefits will have \$2000 yearly maximum. This plan is a preferred provider organization (PPO), with no deductible when the employee utilizes the ADN, Dentemax or Michigan Dental Plan Networks. Out-of-network services will be paid at the highest in-network rate among the three networks listed above. The employee will be responsible for any additional charges.
3. It is understood that the determination of the carrier or decision to self-insure is the right of the Board
- H. Vision Care: The District agrees to provide employees with benefits pursuant to the FPS self-funded vision program Summary Plan Description (SPD) in place as of the effective date of this agreement. It is understood that the determination of the carrier or decision to self-insure is the right of the Board.
- I. It is understood that MESSA will not provide variable options without the health insurance. The district will make such variable options available for payroll deduction equal to or less than the MESSA premium through another carrier or through self insurance. If there is no quote equal to or less than MESSA, the closest bid will be accepted.
- J. Worker's Compensation
1. Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act, shall receive from the Board of Education, for a period not to exceed 90 calendar days for any one injury in any one school year, the difference in her/his regular salary, computed on a daily basis, and the amount paid under the Worker's Compensation Act. This obligation shall terminate on the last working day for which an employee is compensated in the school year and/or the expiration of the Worker's Compensation Act benefits.
2. The parties agree that the ninety (90) calendar days per year for a period not to exceed two school years is the maximum number of days allowed for one injury. Following the expiration of this benefits each school year or at the end of the total of two school years, the employee may elect to use accumulated sick leave at the rate of the difference between the allowance paid under the act and their regular salary, computed on a daily basis, for a period of time that their accumulated sick leave bank will provide.
3. a. When a driver is absent because of an injury compensable under the Michigan Worker's Compensation Law, the driver's daily assignment will not be kept open longer than a total of forty-five (45) calendar days for the same injury.
- b. The driver's basic assignment will be awarded to the next person eligible to enter the bargaining unit.
- c. The driver's extra time assignment will be considered a vacancy and posted according to Article VII. F. 1. and 2.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- J. 4. Upon returning to work, the driver will be afforded the choices of:
- a. Her/his former basic assignment and/or extra time if held by a less senior driver.
  - b. An available vacant basic assignment and/or extra time providing the returning employee possesses the necessary seniority.
  - c. Displacing the least senior employee for a basic assignment: she/he may also displace the least senior driver for extra time in the same manner, to equal her/his former hours as nearly as possible. However, if the basic assignment held by the least senior driver involves a vehicle other than her/his original type of vehicle, the driver may pass to the next appropriate run/route on the list.
- K. Holidays
- 1. a. To be eligible for holiday pay, seniority employees must work on her/his last regularly scheduled work day immediately preceding the holiday, and her/his first regularly scheduled work day immediately following the holiday. If the employee is absent either or both of these days due to a paid excused absence approved by the supervisor, she/he shall be eligible for holiday pay. Drivers are advised that failure to obtain approval from the supervisor will result in loss of holiday pay. The supervisor may require the driver to obtain appropriate verification for their absence in order to secure supervisory approval and holiday pay. Failure to grant the holiday pay may be appealed to the Director of Human Resources.
  - b. Only employees who have returned from a forty-five (45) day nonpay excused leave during a school year, and who are absent due to illness without sick leave days in their bank, will be paid for a holiday if they provide proof of illness to the supervisor if requested to do so.
2. The holidays for the bargaining unit are those listed:
- a. **2010-2011**
    - Labor Day
    - Thanksgiving Day
    - Day after Thanksgiving
    - Christmas Eve Day
    - Christmas Day
    - December 27, 28, 29 (employees hired before July 1, 2008 only)
    - New Year's Eve Day
    - New Year's
    - Good Friday
    - Monday following Easter
    - Memorial Day
    - Independence Day (for those employees working in the summer)

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- K. 2. b. If the Fourth of July falls on a Saturday or Sunday, the Board shall designate the workday preceding or succeeding as the paid holiday.
  - c. In addition to the above, in those years when Independence Day falls on Tuesday or Thursday, an additional holiday will be allowed on the corresponding Monday or Friday. When Independence Day falls on Monday, Wednesday, or Friday, there shall be only one (1) holiday, as above.
  - d. The Friday before Labor Day and Martin Luther King Jr. birthday will be holidays for those employees who take a SCI/SXI run for the following summer and whose traditional contract year cannot be extended by these two days, as other drivers' years can. These days will be paid upon completion of the SCI/SXI summer run at the rate in effect at the time of the holidays, for the hours worked on their SCI/SXI summer run.
- L. Overtime
- 1. Time and one-half (1 1/2) will be paid for the following reasons:
    - a. Work performed in excess of eight (8) hours a day.
    - b. Work performed in excess of forty (40) hours in a scheduled work week.
    - c. Work performed on a Saturday.
  - 2. Work performed on Sundays will be paid double time. Work performed on holidays will be paid double time in addition to holiday pay.
  - 3. Overtime will be scheduled by the Board.
  - 4. Overtime hours will be divided as equally as possible among employees of the unit.
- M. Call-in/Extra Duty Pay
- 1. An employee called in to work other than on her/his scheduled shift shall be guaranteed at least one (1) hour's pay at the regular rate.
  - 2. a. The following provisions, subject to b. below, will govern the doubling of or assisting on runs. "Doubling" is defined as a driver covering a full run; "Assisting" is defined as a driver covering a portion of a run. Assignments to double or assist another driver will only be made by the Director of Transportation or her/his designee. If availability, space on the bus, and location are equivalent, then seniority will be deciding factor in assignments. Those drivers doubling a run within their time block/bracket, will receive thirty (30) minutes additional pay. Those assisting on a run or in-district interfering field trip within their time block/bracket will receive fifteen (15) minutes additional pay.



**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- M. 2. b. A driver doubling a run during a layover of more than forty-five (45) minutes will not qualify for the additional thirty (30) minutes of pay, unless the assignment exceeds the layover time. A driver assisting a run or in-district interfering field trip during a layover of more than thirty (30) minutes will not qualify for the additional fifteen (15) minutes of pay unless the assignment exceeds the layover time. Layover does not include driving time between locations.
  
- N. Reporting-in Pay
  - 1. An employee sent home before having worked three (3) hours, or permitted to report for work on a scheduled workday without having been notified there will be no work, shall receive a minimum of two (2) hours pay at her/his regular straight time hourly rate.
  - 2. When a driver reports for work on a day when school is in session and finds that a portion of their assignment has been canceled, they will be paid for the hours of the canceled assignment, provided that:
    - a. The cancellation was not contained in the normal posted school calendar notification. If the cancellation was contained in the normal posted calendar notifications, the driver will not sign the dispatch board "Losing Time" (L.T.) as provided in Article VII.E.11.a.5.)
    - b. The driver was not informed of the cancellation at least five (5) working days before the cancellation occurred. If the driver was informed of the cancellation at least five working days before the cancellation occurred, the driver will not sign the dispatch board "Losing Time" (L.T.) as provided in Article VII.E.11.a.5.).
    - c.
      - 1) The driver whose a.m. or p.m. basic is canceled remains to sit as a standby driver, perform other tasks as assigned by the supervisor, or is released by the supervisor.
      - 2)
        - a) The driver whose extra time assignment is canceled, signs the dispatch board for:
          - i. Any assignment that begins up to 15 minutes before their scheduled starting time and ends on or before their scheduled ending time; and
          - ii. Any assignment that ends up to 15 minutes after their scheduled ending time and begins on or after their scheduled beginning time, unless released by the supervisor.
        - b) If no assignment exists as described in i. and ii. above, the driver will sit as a stand-by driver or perform other tasks as assigned by the supervisor, unless released by the supervisor.

## **ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

N. 3. Bus drivers will be paid their regular, daily pay for all days when school is closed due to severe, inclement weather or other acts of God.

### O. Wait Time

Whenever a driver has up to one-half (1/2) hour between her/his scheduled daily assignment, or between her/his daily assignment and a field trip, her/his time shall be computed as continuous.

### P. Meetings

1. Drivers shall be paid at the regular rate for any meeting within the school system at which her/his attendance is required by the supervisor or an administrator. This shall include any in-service program provided by the District. Drivers will be guaranteed a minimum of one (1) hour of pay. Drivers will be paid their regular rate of pay for the number of hours of their daily assignment on any full day inservice (District-wide inservice and building inservice days). Hours in excess of their daily assignment will be paid at their regular rate unless it exceeds eight (8) hours. Any driver with a field trip will be paid for the total hours worked on an inservice day.

2. Drivers must drive their daily assignment before the opening day of school and make necessary adjustments in route directions, after picking up their maps which are available the Tuesday before school starts for students. The transportation office will place on their most current time sheet, the maximum amount of time required of three (3) hours, after the driver turns a copy of their updated route maps.

3. Drivers must drive their daily assignment, locate stops and make necessary adjustments in route directions, the week following the bumping meeting. The transportation office will place on their most current time sheet, the maximum amount of time required of two (2) hours, after the driver turns a copy of their updated route maps.

### Q. Extra Time Runs

Any regular driver returning for mid day runs will be paid a minimum of one (1) hour.

### R. Calculation of Pay

To calculate a driver's pay for a given work week, the following procedure will be followed:

1. The driver's regular work day hours will be accumulated and extended by the regular rate of pay.

2. Additional driving hours will be accumulated as they will have occurred, either for extra regular run driving or for field trip driving, until a maximum of forty (40) hours is reached.

R. 3. Additional hours over forty (40) will be accumulated as they will have occurred, either for extra, regular run driving, or for field trip driving. The additional hours over forty (40) hours for field trip driving will be extended by one and one-half (1 1/2) times the field trip rate, and those additional hours over forty (40) hours for extra regular run driving will be extended by one and one-half (1 1/2) times the regular run driving rate.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- R. 4. a. Drivers who report for and complete their daily assignment, exclusive of field trips, three (3) times a day will be guaranteed 6.5 hours of pay. In the event they do not complete their daily assignment, they will be paid for their actual time worked. The only exceptions to this paragraph are found in Article VII. G. 1. f.
- b. Drivers who report for and complete their daily assignment as listed in 7. a. below plus are available as a stand-by driver in the a.m. or p.m., plus have extra time at noon, will be guaranteed 6.5 hours of regular pay.
- 5. a. Drivers who report for and complete their daily assignment, exclusive of field trips, twice a day will be guaranteed five (5) hours of pay. In the event they do not complete their daily assignment, they will be paid for their actual time worked. The only exception to this paragraph is found in Article VII. G. 1. f.
- b. Drivers who report for and complete their daily assignment as listed in 7. a. below plus are available as a stand-by driver in the a.m. or p.m. will be guaranteed five (5) hours of regular pay.
- c. Drivers who report for and complete their daily assignment as listed in 7. a. below plus have an extra time assignment will be guaranteed five (5) hours of regular pay.
- 6. Drivers who report for and complete their daily assignment once a day, exclusive of field trips, will be guaranteed a minimum of three (3) hours of pay. In the event they do not complete their daily assignment, they will be paid for actual time worked.
- 7. a. Drivers who report to work twice a day for basic assignments will bid on basic assignments scheduled by the supervisor in one of the following blocks:

	<b>AM Time Blocks</b>	
Time Block A	6:45 – 9:00 a.m.	2.25 hours
Time Block B	6:45 – 9:15 a.m.	2.50 hours
Time Block C	6:45 – 9:30 a.m.	2.75 hours
Time Block D	7:00 – 9:00 a.m.	2.00 hours
Time Block E	7:00 – 9:15 a.m.	2.25 hours
Time Block F	7:00 – 9:30 a.m.	2.50 hours
Time Block G	7:15 – 9:30 a.m.	2.25 hours
	<b>PM Time Blocks</b>	
Time Block H	2:00 – 4:00 p.m.	2.00 hours
Time Block I	2:00 – 4:15 p.m.	2.25 hours
Time Block J	2:00 – 4:30 p.m.	2.50 hours
Time Block K	2:00 – 4:45 p.m.	2.75 hours
Time Block L	2:00 – 5:00 p.m.	3.00 hours

- b. Any time driven outside the time blocks will be paid actual time worked over and above the individual driver's time block.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- R. 7. c. The only exception to Paragraph b. above will be drivers whose basic assignments do not fit into the above time blocks (non-block designated routes), but whose actual driving is 4.5 hours or less while reporting twice a day. However, if according to Paragraph d. below a driver in this category drives more than 4.5 hours a day they will be paid the additional actual time worked.
- d. Driving times for Special Education runs, field trips, and any extra time outside of basic assignments will be established and paid to the nearest quarter hour. Time in excess of eight (8) minutes will be considered one quarter (1/4) hours; for time less than eight (8) minutes, no consideration will be made; time in excess of twenty-three (23) minutes will be considered one-half (1/2) hour; for time less than twenty-three (23) minutes, but more than fifteen (15) minutes, the time will be considered one-quarter (1/4) hour.
- e. In the event drivers are delayed and are caused to drive beyond regular hours because of breakdown, inclement weather, or for other reasons, the additional time will be paid as in Paragraph b. and c. above.
- f. Questions regarding starting and ending times of runs or routes will be directed to the Supervisor of Drivers by the involved driver. If the driver is not satisfied with the Supervisor of Driver's decision, she/he may appeal the decision to the Supervisor of Purchasing/Transportation.
- 8. Any time a driver's calculation of time and/or pay for a given day on their time sheet and/or field trip slip has been changed by the supervisor, the driver shall be notified immediately.
- 9. The following procedure will be followed, as needed, on school half-days:
  - a. The supervisor will post the position(s). The position(s) will be filled by the most senior available volunteer applicant(s).
  - b. If there are not enough volunteers, substitute drivers will be assigned by the supervisor.
  - c. If there are not enough drivers provided by a. and b. above, the supervisor will assign drivers in reverse seniority order, starting with the least senior available driver.
- S. Drivers will be guaranteed a minimum of their bid time on all school half days including out-district, year-round, SCI/SXI, and Farmington traditional calendars.
- T. When there are no stand-by or substitute drivers available, drivers who are required to work an extra assignment before or after their scheduled time block/bracket will be paid an additional two hours. Dispatch will inform the drivers of whether or not they qualify for the additional two hours prior to being given the assignment.

## **ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- U. Authorized time by the supervisor to fulfill work related duties that cannot be performed during regularly scheduled work hours, including the thirty (30) minutes per day paid warm-up time, will be compensated according to the driver's hourly rate (i.e. conference with administrators, meetings with the supervisor, map updates, writing bus conduct reports, etc.) Prior to meeting with an administrator drivers will be expected to radio/call the transportation office for authorization. The Transportation Office will call the school to confirm the availability of the administrator and will notify the driver.

## **ARTICLE VII - WORKING CONDITIONS**

- A. 1. a. Seniority will be defined as length of continuous service with the School District commencing with the employee's first day of employment in a basic assignment as a regular bus driver. School summer vacations and leaves of absence other than personal leaves will not be considered breaks in continuous service for the purpose of computing seniority. The bus drivers normal work year will correspond to the students attendance calendar.
- b. In the event two (2) or more employees have the same seniority as defined above, the employee with the earliest certification date as a Farmington substitute driver will be placed first and so on. If two or more employees have the same certification date, the tie will be broken by a one-time lottery. The Association president or a representative designated by the president will be present at the lottery.
2. Any regular driver who takes another position within the school system will have her/his position held for thirty (30) calendar days, at which time she/he will return or be considered resigned as a regular bus driver. During the thirty (30) days the basic assignment will be given to a substitute driver, and extra time will be given to other drivers according to Article VII.F.3. A bus driver will be allowed to exercise this right no more than once during a school year.
- B. Seniority List
1. The seniority list will show the driver's name and date of hire in seniority order (highest to lowest) according to Article VII.A.1.a. above.
2. The Board will keep an up-to-date list at all times, and make available to the Association changes to the list, as they occur. The Association President will be provided a complete up-to-date seniority list as of October 15<sup>th</sup> and February 15<sup>th</sup> of each year. Any employee who believes she/he has been improperly placed on the seniority list shall notify the Board, in writing, within ten (10) working days after the seniority list has been posted on the bulletin board, and her/his complaint shall follow the grievance procedure. In no event shall back pay be awarded by reason of the correction of an error on such list further back than the previous February or October seniority list.
- C. Loss of Seniority - An employee shall be terminated and lose her/his seniority rights if:
1. She/he quits.

**ARTICLE VII - WORKING CONDITIONS (continued)**

- C. 2. She/he is discharged and the discharge is not reversed through the grievance procedure.
- 3. She/he is absent for five (5) consecutive working days without notifying the Board, and she/he fails to give explanations for the absence and lack of notice which are satisfactory to the school administration.
- 4. She/he does not return to work when recalled from layoff, as set forth in the recall procedures.
- 5. She/he fails to return from a leave of absence covered in Article VIII. A. at the end of the authorized period, unless the driver can demonstrate circumstances beyond her/his control, acceptable to the Board.
- D. Summer Drivers
  - 1. a. Summer school drivers shall be called by seniority. Refusal to accept summer work shall not affect seniority. Since all leaves of absence end on the last day of the traditional school calendar, drivers returning from a leave are eligible to select a summer run. In order to be eligible to select a summer run, any driver who is on a leave of absence due to illness or injury, and such leave has been for a period longer than two (2) weeks, must have a return to work release from her/his doctor that would be effective prior to the day the run begins. If a driver receives a release to return to work following the day when summer runs were selected, the driver will be eligible to substitute or to select a vacant run, pursuant to the provisions of paragraph b. below.
  - b. If a position becomes vacant or a new position is available, all eligible drivers who did not have an opportunity to select that particular run may select the run. Drivers may also give up their existing run in order to select a new run.
  - 2. Bargaining unit members will be paid at their current, regular rate for driving. Bargaining unit members hired for any other District summer position will be paid at District established hourly rates. Bargaining unit members who work during the summer in a daily assignment as a driver or bus aide will have one additional sick leave day per month added to their sick leave bank for the following school year per Article VIII.K.8.
- E. Job Assignments
  - 1. The Board of Education shall retain the right to schedule the work hours of the employees according to the needs of the school system.
  - 2. Each driver shall be allowed thirty (30) minutes per day for vehicle warm-up, pre-trip, fueling, and clean-up. (Violations will result in disciplinary action.)
  - 3. a. Assignments Prior to the Bumping Meeting
    - 1.) On the Wednesday of the week preceding the week that school starts, the supervisor will temporarily assign drivers for the time period until the bumping meeting, at which time drivers will bid on their permanent assignments. The bumping meeting will be held no later than the first full week of October.

**ARTICLE VII - WORKING CONDITIONS (continued)**

- E. 3. a. 2.) Drivers will be guaranteed at least the same number of hours of pay as they had at the end of the previous school year.
- 3.) Basic assignment. Drivers will be given the same A.M. & P.M. assignment as they had the previous year. Every attempt will be made to keep the components of the assignment as near to the same as they were the previous year. However, if the primary type of vehicle (ortho or regular) is not the same as the driver had the previous year, she/he may choose, by seniority, to accept the new type of primary vehicle or take a vacant run, if available, which has the same type of primary vehicle as she/he had the previous year. If she/he chooses to take the vacancy, her/his original run will be added to the list of vacancies in Article VII E.3.a.5.)a.). If there is no vacancy, the driver may choose to displace the lowest seniority driver who has an assignment with the same type of primary vehicle as the original driver had the previous year. The displaced driver will then be given the other driver's assignment. Drivers will be called in seniority order to make the above choice. Determination of the type of primary vehicle will be based on the highest percentage of type of run (regular or ortho) contained in the basic assignment. Those basic assignments that consist of an A.M. in one type of vehicle and P.M. in another type of vehicle will be considered ortho assignments.
- 4.) Extra-Time Assignment
- a.) Drivers will be given the same extra-time assignment as they had the previous year, if possible. If a portion of the assignment is missing, the driver is obligated to sign the dispatch board according to the procedure set forth in Article VI.N.2.c.2.) and Article VII.E.11.a.1.). If a new extra time assignment in the same time slot is created, the driver will be given the assignment. If there is more than one such driver, the new assignment will go to the least senior driver.
- b.) If no driver has a vacant portion in their assignment, the new assignment will be offered to the most senior driver to whom it does not afford overtime. This includes drivers who have previously decided to refuse extra-time.
- c.) Until their run starts head start drivers are obligated to sign the dispatch board according to the procedure set forth in Article VI.N.2.c.2.) and Article VII.E.11.a.1.).
- 5.) Drivers who are returning from leave will be assigned according to the following procedure:
- a.) The supervisor will make a list of vacancies in seniority order of the person(s) who left due to retirement, resignation or leave of absence.

**ARTICLE VII - WORKING CONDITIONS (continued)**

- E. 3. a. 5.) b.) The supervisor will create any additional vacancies needed to equal the number of people returning from leave. These vacancies will be created by laying off the appropriate number of people. These assignments will be added to the bottom of the list created in 5.)a.) above.
- c.) The returning driver will be guaranteed hours equal to the number of hours of the person immediately below them on the seniority list. If the driver immediately below them did not choose to take an extra time assignment(s) even though they had the requisite seniority, the next lower seniority drivers hours will be used to establish the returning driver's guarantee.
- d.) In seniority order, drivers returning from a leave will be assigned a vacancy from the list in 5.)a.) and b.) above and the first vacancy involving the same type of bus (ortho or regular) they drove when they went out on their leave. If no such vacancy exists, they will be assigned the first remaining vacancy involving the other type of bus.
- 6.) If a new basic assignment becomes available after the Wednesday before school starts, a driver will be recalled or a new driver will be brought into the bargaining unit if no driver is on the recall list.
- b. Upon request of the Association, the supervisor will allow the Association president to review the sample sheets which are completed the week prior to the bumping meeting. The Association will put in writing any concerns they have and submit them to the supervisor as soon as possible before the bumping meeting. The President may request additional sample sheets as she/he deems necessary.
- c. Summer Work
  - 1) All runs that commence before the starting date for students, as provided in the Farmington traditional school calendar, or that end after the first full week following the last day for students, as provided in the Farmington traditional school calendar, will be treated as summer work. A driver who has a run that ends during the first full week following the last day for students and who has a summer run which starts prior to that end date, may choose which of the two runs she/he wants to drive, the traditional year run or the summer run. If a driver chooses to continue in their traditional year run instead of starting their summer run, she/he must drive it for the duration of the run. If a driver chooses to complete her/his traditional year run, that decision will not be construed as failure to complete her/his summer run as provided in Article VI.K.2.d. Drivers who select a summer run will be allowed to take time off without pay, provided the supervisor is given five (5) days notice. These days with-



**ARTICLE VII - WORKING CONDITIONS (continued)**

- E. 3. c. 1)(con't) out pay will not count towards the limit of five days provided in Article VIII.P.1.
- a.) Drivers who work as bus aides will remain as aides on their scheduled runs except for field trips.
  - b.) SCI/SXI drivers and drivers who work as SCI/SXI aides are allowed to take a maximum of five (5) days off without pay. All other drivers and aides are allowed to take a maximum of two (2) days off without pay.
  - c.) Drivers and bus aides who call in sick must use sick or personal business days at their summer hour rate of time if they are over their maximum number of days without pay.
  - d.) Drivers and bus aides without any sick days/personal business days or days without pay who call in sick must on the first day receive approval from the supervisor or her/his designee: After the first day, the driver will have to have a doctor's note.
  - e.) Violation of the procedure outline in b.) – d.) above will result in the termination of the summer job.
- 2) Drivers who select runs that extend beyond the last day for students as provided in the Farmington traditional school calendar but conclude by the end of the first full week following the last day for students will also be allowed to take time off without pay, provided the supervisor is given five (5) days notice. These days will not count towards the limit of five (5) days provided in Article VIII. P.1.
- d. Non-Traditional Calendar Days Off
- 1) If there are sufficient volunteers to cover the run, any driver who selects a run that would require her/him to drive on a day that is not a scheduled work day as provided in the Farmington traditional school calendar, may take a vacation day, a personal business day or a day without pay provided the supervisor is given at least five (5) days written notice. A driver who selects one of these runs and does not drive on a day before or after a holiday will not lose her/his holiday pay if a vacation day or day without pay is taken. However, a personal business day may not be taken the day immediately preceding or following a holiday, unless permission is granted by the supervisor, due to an emergency situation or funeral. The supervisor will request volunteers from the bargaining unit to cover the runs for those drivers who have requested a leave day as set forth above. If there are more drivers that volunteer than are needed, the most senior drivers will receive those runs. If there are not enough volunteers from the bargaining unit, the supervisor will seek

## **ARTICLE VII - WORKING CONDITIONS (continued)**

- E. 3. d. 1) (cont.) Volunteers from the substitute drivers. If there are still not sufficient volunteers, the driver without a volunteer must drive her/his run for that day.
- 2) If a driver uses a vacation day or personal business day, the day(s) will not be deducted from the total of five (5) days without pay as provided in Article VIII.P. Drivers who select a route which follows a non-traditional calendar will be allowed a number of days without pay equal to the number of days that the bus run exceeds the traditional calendar, provided that the unpaid days exceeding five (5) must be used on non-traditional calendar dates.
4. A list of routes will be posted three (3) work days prior to the bumping meeting for the driver's information. Choice of permanent assignments will be made at the bumping meeting, conducted in the following manner:
- a. The Association President and the Transportation Supervisor will each propose the date(s) on which she/he wants the meeting to be held. The date(s) available will be one Friday night, two week day nights or one Saturday.
- b. If the two proposals are for the same date(s), the meeting will be held that day(s).
- c. If the two proposals are not for the same date(s), and agreement cannot be reached, the District and the Association will alternate their respective preferences each year there is a disagreement.
- d. Assignments will become effective on the Monday following the bumping meeting.
- e. Drivers will be paid three hours overtime (4.5 hours paid time) for their attendance at the bump meeting.
5. a. A "run" is a bus trip from one place to another single place, excluding field trips, i.e., pick up elementary children and transport them to their assigned school; transport students from one school to another; pick up middle school students at school and transport them to the vicinity of their homes, etc.
- b. A "route" is a combination of runs put together for a driving assignment, excluding field trips, i.e., First run: pick up high school students and transport them to assigned school. Second run: pick up middle school students and transport them to assigned school. Third run: pick up parochial students from collection point at middle school and transport to assigned school. Fourth run: pick up elementary students and transport to assigned school. The four runs put together make a "route".
- c. 1) A "basic assignment" will be a combination of routes, excluding field trips, usually consisting of, but not limited to, a senior high school run, a middle school run, and an elementary run put together as the expeditious means of arranging schedules and assignments that

**ARTICLE VII - WORKING CONDITIONS (continued)**

- E. 5. c. 1) (cont'd) drivers, in order of seniority, choose for permanent assignment.
- 2) Return a.m. Oakland Training Center (OTC) will not be considered part of a basic assignment.
- d. Daily Assignment - A drivers a.m. and/or p.m. basic assignment plus extra time and standby time that a driver selects excluding field trips.
- e. Extra time - Extra runs not included in a basic assignment that a driver selects on a regular assignment. (Examples include shuttles or runs not attached to a basic assignment, kindergarten runs and other noon runs.)
- f. Permanent Assignment - The basic a.m. and/or p.m. assignment plus extra time and standby time that a driver selects according to Article VII.E.4. and VII.F.
- 6. a. Additional assignments that arise after the choice of permanent assignments have been made which will fit within the time blocks will be given to the least senior available driver who can perform the assignment, relative to time and location.
- b. Additional assignments that arise after the choice of permanent assignments have been made which will not fit within the time blocks and which afford less than thirty (30) minutes of paid time will be afforded to the most senior driver who agrees to accept the assignment. The new bid time may not exceed eight (8) hours seven (7) minutes. If no one accepts the assignment the least senior driver who can perform the assignment relative to time and location will be given the assignment. Additional assignments which afford thirty minutes or more of paid time will be posted according to Article VII.F.1.
- 7. a. If management knew or should have known of a problem/situation during the adjustment period, then no portion of one driver's basic assignment may be exchanged with a portion of a second driver's basic assignment.
- b. If management claims that a new situation has arisen that would necessitate exchanging portions of two drivers' a.m. or p.m. basic assignments, the following steps will be taken.
  - 1) The supervisor of drivers, within one week of her/his knowledge of the problem/situation will call a special conference to explain to the Association the problem/situation.
  - 2) The Association is guaranteed the full ability to investigate the problem/situation, including disclosure by management of all relative information requested by the Association and the release of Association representatives to investigate the problem/situation, without cost to the individual or the Association.
  - 3) Within one week of the initial special conference, the Association will meet with representatives of the Board to discuss their findings.

**ARTICLE VII - WORKING CONDITIONS (continued)**

- E. 7. b. 3. a) (con't) If the Association agrees that a new problem/situation exists, the Association and management will meet to mutually agree on a solution, which will be final and nongrievable. If the parties cannot agree, the proposed solutions may be appealed by the Association to the Assistant Superintendent for Human Resources. If a solution cannot be reached which is mutually agreeable to both the Association and the Board, the Association may appeal the interpretation of "permanent assignment" to expedited arbitration.
- b) If the Association does not agree that a new problem/situation exists, the Association and management will meet to discuss both parties' views. If the Association still does not agree that the situation is new they may appeal the interpretation of "permanent assignment" to expedited arbitration.
- c) In the interim, while the parties are discussing or waiting for the arbitrator's decision, the supervisor's proposed solution will be treated as an additional assignment and filled according to Article VII.E.6. above.
- 8. Any driver who is unable to execute her/his assignment shall be removed from that assignment at the end of five (5) days after notification is given by the driver or the District. The vacancy will be posted and filled according to the agreed procedure. The employee removed will take the place of the successful bidder on the vacated position.
- 9. a. Should a driver, other than drivers working as bus aides, lose her/his permanent extra-time assignment, which is one hour or less in length, through no fault of her/his own, she/he will be paid for the time involved until the bumping meeting of the following school year. The driver will be obligated to sign the dispatch board for any assignment in their time slot. However, if a vacancy occurs that doesn't interfere with her/his other extra time assignments, the driver is required to bid on the vacancy, or they will relinquish the pay for the time lost.
- b. 1.) Should a driver, other than drivers working as bus aides, lose her/his permanent extra time assignment, which is longer than one hour in length, through no fault of her/his own, she/he shall be allowed to make up the time lost from extra time assigned the lowest seniority driver with the same extra time hours as the number of hours lost, in the same time slot. If there is no such assignment available, the driver will:
  - a.) Make up the time lost from extra time assigned the lowest seniority driver with the same extra time hours as the number of hours lost, not conflicting with the driver's other extra time assignments or from open extra time, (provided the driver has the requisite seniority) during the hours not covered by the

## ARTICLE VII - WORKING CONDITIONS (continued)

- E. 9. b. 1) a.)(con't)basic assignment. Should the lowest extra time assignment happen to involve a vehicle other than her/his original type of vehicle, the driver may pass to the next appropriate extra time assignment on the list.
- b.) If there is no such assignment available, the driver may choose to either displace the least senior driver whose extra time most closely equals the time lost, or, the driver may choose to relinquish her/his total extra time assignment and bump the least senior driver whose total extra time assignment(s) equals her/his original total extra time assignment. If there is no such assignment, the driver may bump the least senior driver whose total extra time assignment most closely equals the driver's original total extra time assignment or the driver may choose to bump a driver working as a bus aide who has less seniority. Should the lowest extra time assignment happen to involve a vehicle other than her/his original type of vehicle, the driver may pass to the next appropriate extra time assignment on the list.
- c.) The employee must notify the supervisor in writing of her/his desire to replace the lost extra time within three (3) days of receipt of notice from her/his supervisor.
- 2.) Except in the case where a driver may pass to the next appropriate extra-time assignment set forth in the last sentence of 9.a. and b. above, it is understood that the driver who has lost an extra-time assignment through no fault of her/his own will displace the least senior driver whose extra-time assignment they can perform. If there is not sufficient time to perform the run due to a change in vehicles, the driver who has lost time will displace the next least senior driver. Should the only extra-time assignments be those which require the driver to change to a different vehicle and it would not be possible for the driver to perform any of those runs within the time allotted, the driver will continue to be paid for the amount of time lost. In this case, the driver will be required to sign for all extra-time assignments that can be performed until the driver regains all lost time. The driver will also be required to sign the daily postings, but will not sign "losing time." Failure by the driver to sign for any such extra-time assignments will result in discontinuance of pay for the lost time. Failure by the driver to sign for any daily postings will result in discontinuance of pay for that day.
- 3.) Drivers who work as bus aides and who lose their assignment may choose to displace a less senior driver who is working as a bus aide. They may not bump a less senior driver who is driving an extra time assignment.
- c. Should a driver lose a portion of her/his basic assignment through no fault of her/his own, she/he shall be allowed to displace the lowest seniority driver who has a basic assignment with the same or more hours, or an open basic

## ARTICLE VII - WORKING CONDITIONS (continued)

- E. 9. c. (con't) assignment provided she/he has the requisite seniority. Should the lowest basic assignment happen to involve a vehicle other than her/his original type of vehicle, the employee may pass to the next appropriate basic assignment on the list.
10. Any regular driver idle through no fault of their own, may take an absent driver's basic assignment, in preference to using a substitute or extra driver. It will be the responsibility of the driver to inform the supervisor if she/he is idle through no fault of her/his own.
11. a. Extra time created by the absence of a regular driver will be filled by regular drivers who have signed the assignment on the dispatch board by seniority in the following order:
- 1) Drivers who want to make up lost time from their time slots. If there are more drivers than there are runs available, the least senior drivers will be assigned.
  - 2) Drivers whose acceptance will not cause them to exceed eight (8) hours and seven (7) minutes a day including field trips.
  - 3) Drivers whose acceptance will cause them to exceed eight (8) hours and seven (7) minutes per day including field trips, and whose accumulated overtime does not exceed the average accumulation of overtime by twenty (20) or more hours.
  - 4) Drivers whose acceptance will cause them to exceed eight (8) hours and seven (7) minutes per day field trips, and whose accumulated overtime exceeds the average accumulation of overtime by twenty (20) or more hours.
  - 5) Any driver may bid for the times available by placing her/his last name and first initial next to the runs they want numerically in order of preference along with the initials "Losing Time" (L.T.) or "Over Time" (O.T.) if applicable. If the cancellation was contained in the normal posted school calendar notifications or if the driver was informed at least five (5) working days before the cancellation occurred, the driver will not sign L.T.
- b. Bids for the above mentioned time will be awarded each day.
- c. Any driver may bid for times available by placing her/his last name and first initial next to runs they want, numerically, in order of preference. It is the driver's responsibility to inform the supervisor of the time she/he has available. Drivers may also sign a blank sheet of paper to indicate their desire to bid on an extra time assignment that becomes available after they are on the road.
- d. All extra-time assignments will be posted by 6:20 a.m. and will be signed by 8:45 a.m. at which time they will be processed. In cases where a driver's assignment requires her/him to leave the bus yard prior to the extra time

## ARTICLE VII - WORKING CONDITIONS (continued)

- E. 11. d.(con't) assignments being posted on the dispatch board and to return after the assignments have been removed, she/he may appoint a designee and one alternate to sign the dispatch board in her/his place. The driver must notify the supervisor, in writing, of the names of the designee and the alternate prior to the first day of signing. This process may not be used on a day-to-day basis, but only if the driver's a.m. basic assignment meets the criteria stated above.
- e. 1) Extra time postings that become available after 8:45 a.m. will be considered late postings and will be assigned at 9:15 a.m. with preference being given to drivers who have signed the dispatch board indicating an interest in that particular time slot, with the exception of any assignment that is scheduled to depart between 9:00 a.m. and 9:10 a.m. In this case, the posting will be assigned at 9:00 a.m..
- 2) Any driver who signed a blank posting during the 6:20 a.m. to 8:45 a.m. time and who has not received an assignment that conflicts with the late posting will be considered an applicant along with those who have signed the late posting sheet.
- 3) Extra time assignments that become available after 9:15 a.m. will be considered emergencies and will be assigned to the most senior available driver who is willing to accept the assignment.
- f. If there are not enough bargaining unit members who have signed the dispatch board, substitutes and bus aides will be assigned to drive the extra time assignment. After all substitutes and bus aides have been assigned, the supervisor will seek volunteers from available bargaining unit members. If there are not enough volunteers, the least senior available bargaining unit member will be assigned to drive the assignment.
- g. Only drivers who have one extra-time assignment (including kindergartens with attached shuttles or other like assignments) will be able to sign the dispatch board for a 2 1/2 hour or more posting that will afford them additional time. Their single extra-time assignment will then be posted on the dispatch board.
12. Except when requested to do so, no more than two (2) drivers, including substitutes will be required to remain after completing their daily driving assignments. Within the p.m. time blocks, the drivers in the later time block will be required to remain, if needed. Within any time block, the least senior drivers will be required to remain, if needed. The only exceptions will occur on one-half (1/2) days when seniority will determine which drivers will remain, if needed. Whenever two (2) drivers are present for assignments, including substitutes, substitute drivers will be given the driving assignment by the supervisor if the assignment will not result in additional expense to the District
- F. Vacancies
1. All open basic assignments and extra time must be posted for a period of no less than three (3) working days. When additional paid time of thirty (30) minutes (30 minutes

## **ARTICLE VII - WORKING CONDITIONS (continued)**

- F. 1.(con't) each day or 150 minutes a week) or more is to be added to a basic assignment or to an extra time assignment, the supervisor will ask "available drivers", in seniority order, if they wish to have the additional time added to their assignment. "Available drivers" shall mean drivers who have an assignment to which the time could be added and who the proposed assignment would afford the least amount of additional paid time. The driver who agrees will then have their new total assignment posted. If no driver agrees to have the additional time attached to their assignment, the additional time will be attached to the assignment of the least senior "available driver" and her/his assignment will be posted. All employees shall be given the opportunity to bid for such assignments. Any bid made after the expiration date and hour stated on the notice posted shall not be considered in filling the job. Following the bumping meeting, an extra run may be added onto a daily assignment without posting, provided it does not result in an increase of pay.
- a. Assignments shall be made on the basis of seniority, ability, and competence.
  - b. The determination of whether the employee is able to qualify shall rest solely with the Board, and is subject to the grievance procedure.
  - c. Seniority will be considered in filling all route assignments if ability, competence, and other qualifications are equal among the employees seeking the assignment.
  - d. In the event the senior applicant is denied, the reason shall be given, in writing, to such employee.
2. When a vacancy occurs within the bargaining unit, the employee shall be given the opportunity to apply for such assignment.
  3. When a driver's absence due to sick leave or 45-day temporary leave is expected to last thirty or more calendar days, her/his basic assignment will be filled by a substitute driver, but her/his extra-time assignment(s) will be posted and filled by the most senior applicant whose current extra-time assignment, if any, does not conflict with the absent driver's extra-time assignment(s). The driver(s) will retain this assignment until the absent driver returns, unless the expected absence, as designated by a physician, will extend through the end of the current school year. In this case, the absent driver's basic and extra-time assignments will be considered a vacancy and will be posted and filled according to F.1. above. An extended sick leave occurring after June 1 need not be posted.
  4. Notices of vacancies within the School District will be sent to the Association president.
- G. Field Trips
1. General Provisions
    - a. Only certified regular bus drivers who are employed by the District and are members of the bargaining unit will be assigned to work field trips. The only exception will be when the processor or supervisor cannot assign a refused or emergency trip or a portion thereof to a member of the unit.



## **ARTICLE VII - WORKING CONDITIONS (continued)**

- G. 1. b. Drivers will have two opportunities to sign up for weekly and/or Saturday, Sunday and holiday field trips during the school year. The list of eligible drivers will be posted in the Transportation office. Drivers must sign up by 1:00 p.m. of the first Thursday of the first week of the work year and by 1:00 p.m. of the third Thursday in January. Any driver who wants to withdraw from the list for the remainder of the period for which they have signed up must notify the processor in writing. The driver will not actually be given a trip(s), but will be charged for the trip(s) she/he would have been given. Field trips for the first week of school only will be processed assuming everyone is eligible, including drivers returning from a leave and new drivers.
- 1) Any driver who does not sign up for field trips at the beginning of the school year and elects to sign up in January will be charged with the average amount of overtime hours on the list.
  - 2) New bargaining unit members may sign up for field trips. They will be charged with the average amount of overtime hours on the list and will be eligible for field trips on the Thursday following the day they enter the bargaining unit. If a driver enters the bargaining unit on a Thursday she/he will be eligible for field trips for the following week.
  - 3) A driver absent for two months or less due to worker's compensation will have their overtime frozen until their return. A driver absent for more than two months will be charged, upon return, the least number of hours recorded unless the driver's accumulated overtime exceeds this amount. The number of accumulated overtime hours recorded for another person absent due to worker's compensation will not be used for this calculation.
  - 4) A driver who is absent for an extended period of time due to illness or medical leave, excluding absence due to workers' compensation, upon return will be charged the least number of hours recorded [during absences exceeding one (1) week] unless the driver's accumulated overtime exceeds this amount. The number of accumulated overtime hours recorded for a person absent due to worker's compensation will not be used for this calculation.
- c. 1) The District will appoint the person(s) to serve as the field trip processor(s) for each school year after recommendations by the Association. A processor will also process summer field trips. In the event none of the processor(s) are available during the summer, a temporary processor will be selected by the District after receiving the recommendations of the Association.
- 2) The processor(s) of field trips will be compensated for her/his time involved in processing field trips. The summer field trip processor(s) will be paid two hours per week. The time involved will be subject to the equalization process.

## **ARTICLE VII - WORKING CONDITIONS (continued)**

- G. 1. c. 3) Field trips will be processed at the discretion of the processor(s) in keeping with Article VII. G.
- 4) A driver may appeal the processor's decision to the Supervisor of Transportation.
- 5) In the event an error occurs the processor or supervisor will correct the error as soon as possible through the equalization process.
- d. Trips will be processed on Thursday for the following week in order of:
- 1) highest to lowest number of hours
- 2) within equal trip hours by day, Monday through Friday.
- 3) night trips (after 4:00 p.m.), then day trips.
- e. A driver may give up a portion of her/his daily assignment in order to do a field trip. When this occurs, the driver will be paid for the time worked on the portion of the daily assignment completed. Drivers giving up an extra-time assignment may bid for other non-interfering extra-time assignments posted on the dispatch board. Drivers must sign "Over Time" (O.T.) if applicable according to Article VII.E.11.a.5.
- f. A driver who completes her/his a.m. and p.m. basic assignment will continue to receive five (5) hours of pay. The only exception will be on scheduled half days when a driver who normally is scheduled to report twice a day and reports three (3) times a day elects a field trip for a portion of her/his daily assignment, the driver will be paid at least five (5) hours according to Article VI. R.5.a. in addition to the selected trip.
- g. Drivers who are regularly employed in other capacities in the school district, e.g. noon aides, cannot be assigned or trade for field trips that would conflict with those other work schedules. It is understood that this does not include drivers working as bus aides.
- h. Drivers covered in g. above and drivers who have a continuous schedule will be permitted to skip to the first non-interfering trip for that week. If no trip is available a "O-NT" will be recorded for their turn.
- i. Drivers will be permitted to trade trips; however, drivers must:
- 1) Upon trading a trip, immediately notify the processor of the assignment change if it is more than 24 hours before the trip.
- 2) Drivers who cannot trade and/or refuse the trip must write "no" after their name and turn it in to the processor. The trip will go to the next eligible driver.
- 3) Monday through Friday trips can only be traded within the same processing week.

## **ARTICLE VII - WORKING CONDITIONS (continued)**

- G. 1. j. 1) Drivers who refuse a trip will be charged the actual overtime paid. If a driver has turned in a trip and is then assigned another trip for the same day, she/he may notify the processor or office staff that the second trip is also being turned in, but the driver will not be charged for the second trip. The driver will, however, be charged with a turn in rotation.
- 2) Any driver who receives a trip and decides to refuse it less than twelve (12) hours before the scheduled time of the trip will be charged for the time of the trip plus a penalty of two (2) overtime hours unless there are mitigating circumstances as approved by the Transportation supervisor (i.e. excused absences, unavailability due to work assignments, emergencies beyond the control of the driver) the day before or the day of the trip. Trips that are processed and turned in less than twelve (12) hours before the start time will be dated, timed and initialed by the processor or the office staff. The time of refusal may also be verified by the Association President.
- k. 1.) In the event there is not 24 hour notice to the driver of the availability of a field trip, the trip will be deemed an emergency field trip. Emergency field trips will be processed in rotation (3 hours or less) or equalization (more than 3 hours) based on the availability of the driver. Drivers will not be charged for refusal. The accepting driver will be charged the overtime hours worked.
- 2.) If a driver has signed the dispatch board and has left the yard to begin her/his run, the following conditions will apply:
  - a.) If a driver receives an emergency field trip which does not interfere with the time on the dispatch board, she/he will not be required to return to the yard and sign "OT" after her/his name.
  - b.) If a driver receives an emergency field trip which interferes with the time on the dispatch board, she/he will upon notification to the dispatcher have her/his name removed from the dispatch board.
- l. Trips that become available after the week's field trips have been processed on Thursday, will be deemed a late field trip. Late field trips will be processed in rotation (3 hours or less) or equalization (more than 3 hours). The accepting driver will be charged with the overtime hours worked.
- m. Drivers who would have a conflicting field trip due to late or emergency trips will be given an "O- NT" if no other trip for that week is available.
- n. 1) When a field trip is canceled at the pick-up point or the destination, or the driver had not been notified of the cancellation prior to making a special trip back to the bus yard, she/he will be paid a minimum of two (2) hours cancellation pay.

## ARTICLE VII - WORKING CONDITIONS (continued)

- G. 1. n. 2) When two (2) or more field trips have the same starting point and destination, and one (1) or more trips are canceled after arrival at the pick-up point or destination, the drivers of the same type of vehicle (ortho or any other type of vehicle), in seniority order will have the option to take either the trip or the two (2) hour cancellation pay.
- 3) In the event of an in-district interfering field trip, a substitute may take the trip to its destination. The regular driver will complete her/his p.m. basic assignment. Upon completion of the p.m. basic assignment, she/he will return to perform the remainder of the field trip. If an in-district return-only field trip is canceled and the driver was not notified prior to the destination, the accepting driver will be paid a minimum of one (1) hour. A driver performing a return-only field trip will be paid a minimum of one (1) hour.
- 4) When a driver has given up her/his extra time assignment to take a field trip, and the field trip is canceled prior to pick up point, she/he may return to do her/his extra time assignment. A displaced bargaining unit driver as a result of this paragraph may sit as a standby driver or be released by the supervisor.
- o. Whenever a driver has up to one half hour between her/his daily assignment and field trip, her/his time will be computed as continuous.
- p. All field trips will be paid a minimum of two (2) hours. Two trippers during the week will be paid a minimum of four (4) hours.
- q. When a driver does a field trip, she/he will be guaranteed at least 2/3 the minimum proposed estimated time.
- r. Drivers will receive a fifteen (15) minute warm-up to check out the bus and a fifteen (15) minute destination time for the following reasons:
  - 1) Any field trip with a designated starting time 6 p.m. or later on a full day of school.
  - 2) Any field trip with a designated starting time of 2:30 p.m. or later on a day scheduled as a half-day district wide. This includes drivers who have a p.m. kindergarten.
  - 3) Any field trip scheduled on a day when school is not in session district wide.
- s. Any driver directed to stay overnight by the Transportation Supervisor will have her/his expenses, including meals and lodging, paid by the District. Expenses and time will be reimbursed according to the trip posting or as agreed upon by the driver and supervisor.
- t. Overtime hours will be recorded daily, totaled weekly, and accounted for in the equalization process.
- u. Drivers are responsible for checking the driver overtime sheet and notifying the processor within ten (10) days of the time an error is committed.

## **ARTICLE VII - WORKING CONDITIONS (continued)**

- G. 1. v. A driver will not be assigned a field trip which conflicts with her/his scheduled re-certification test(s) or court subpoena for a district related incident for which the driver is not at fault. A driver will be given an "O-NT" if no trip is available. If a driver has been assigned a field trip and she/he is called for jury duty, she/he can turn the trip in without penalty of hours or loss of turn.
  - w. A driver will not be assigned a field trip if she/he notifies the processor(s) in writing prior to the time a trip is processed that she/he will be unavailable for a trip due to either Association or District business.
  - x. Drivers receiving a 2-tripper field trip will continue to do their extra-time assignment if it doesn't interfere with the driving portion of the field trip. The driver must include a 15 minute destination time for both portions of the trip. If their extra-time assignment interferes with a portion of the driving time, the driver must give up their extra-time assignment. Drivers who receive a 2-tripper may also bid for an assignment off of the dispatch board so long as it does not interfere. Drivers giving up an extra-time assignment may bid for other posted extra-time assignment(s) which do not fall within any portion of the time frame of the extra-time assignment they gave up.
2. Equalization
- a. The equalization procedure is designed to afford the most equitable distribution of overtime hours among the eligible drivers.
  - b. Eligible drivers' names will be posted with accumulated overtime hours according to Article VII.G.1.t.
  - c. Field trips during the equalization period will be organized according to Article VII. G. 1. d. and processed as follows:
    - 1) Trips that extend three (3) hours or less after 4:00 p.m. and trips that are scheduled for three (3) hours or less between the a.m. and p.m. basic assignments will be rotated through the list of eligible drivers. A driver whose accumulated overtime exceeds the average accumulation of overtime by twenty (20) or more hours will not be given a trip. If a trip is cancelled, the driver's name will be placed on a cancellation list and the cancelled trip will be replaced in order, by date and time, of cancellation.
    - 2) Trips that extend more than three hours will be processed based on the driver's accumulated overtime (lowest to highest) in order to equalize overtime hours among all drivers. Drivers having the same number of overtime hours will be afforded trips in seniority order. If a trip is cancelled, the driver's name will be placed on a cancellation list and the cancelled trip will be replaced in order, by date and time, of cancellation.

**ARTICLE VII - WORKING CONDITIONS (continued)**

- G. 2. c. 3) The exception to the above shall be days when school is not in session or is only scheduled for a District half day. Trips on those days which do not afford overtime will be rotated through the list of eligible drivers. Trips that do afford overtime will be distributed as provided in 2) above.
  - 4) At the beginning of every school year, all overtime hours will revert to zero. The equalization process will begin after one complete rotation through the list of eligible drivers in seniority order. It is understood that all accumulated overtime hours as of the end of business on the third Wednesday in January will be carried into the second half of the work year.
  - 5) The processor will use the most current equalization list, i.e. the new Thursday list will be used to process Thursday and Friday trips.
  - 6) The overtime hours of drivers absent for more than fifteen (15) consecutive work days will not be used in the averaging of overtime hours for purposes of equalization.
3. Assignment of Saturday, Sunday, and holiday field trips:
- a. A duplicate list of eligible drivers established in Article VII. G. 1. b. will be maintained for Saturday, Sunday, and holiday trips. Any driver who wants to withdraw from the list for the remainder of either the first or second half of the school year, as defined in G.2.c.4) above, for which they have signed up must notify the processor in writing. The driver will not actually be given a trip(s), but will be charged for the trip(s) she/he would have been given. The processor will post a notice to the membership one week prior to a new list being generated.
  - b. These trips will be assigned according to G. 2. c. 2) - 4) above, effective upon ratification of the contract. The hours to be equalized will be based on the hours paid, not the actual hours worked, i.e. Saturdays at time and a half and Sundays and holidays at double time.
  - c. Drivers may trade these trips and will be charged with the overtime worked. A driver who refuses a trip and turns the trip in (R) will be charged with the overtime hours. Refused trips will be reassigned by the processor.
  - d. In the event there is no notification by noon on Thursday prior to the trip, the trip will be deemed an emergency field trip. Drivers will not be charged for the refusal, but the accepting driver will be charged with the overtime hours worked.
  - e. The overtime hours accumulated on these trips will not be charged under Article VII.G.1.t.
  - f. All Saturday, Sunday, and holiday two trippers will be paid a stand-by minimum of five (5) hours.

**ARTICLE VII - WORKING CONDITIONS (continued)**

- G. 3. g. In the event a portion of a two (2) tripper is cancelled, a driver will still be paid a minimum of five (5) hours. Drivers will also be paid for canceled trips as provided in Article VII.G.1.n.1) and 2).
4. Summer Field Trips
- a. Regular drivers will have the opportunity to sign up for summer field trips on two lists, (Monday – Friday and Saturday – Sunday and holidays). Eligible drivers must sign up for summer field trips by June 1<sup>st</sup> of each school year. If a regular driver is working for the district in other than bus driver or bus aide capacities, they may not take time off from their District job in order to do a field trip. Any driver who wants to withdraw from the list for the remainder of the summer must notify the processor in writing. The driver will not actually be given a trip(s), but will be charged for the trip(s) she/he would have been given.
- b. The summer field trip period shall begin the first day of summer recess and end the last day of the recess period.
- c. Monday through Friday summer field trips will be equalized by processing them trip by trip. The hours to be equalized will be based on the hours paid, not the actual hours worked. At the beginning of each summer, hours will revert to zero. The equalization process will begin after one complete rotation through the list of eligible drivers in seniority order. Saturday, Sunday and holiday summer field trips will be arranged highest to lowest hours and will be rotated through the list of eligible drivers in seniority order. This Saturday, Sunday and holiday summer field trip rotation will continue year to year.
- d. Drivers will be called on Friday between 8:00 a.m. and 10:00 a.m. Processors will be available until 10:00 a.m. Trips not assigned by 10:00 a.m. will be deemed emergency field trips. Drivers and drivers who work as bus aides on a FPS summer run who are scheduled to work on Friday during this time frame will not be called but will be assigned a field trip. The field trip will be placed on their hook. This includes drivers/bus aides released from their assignment for school business on Friday during this time period. It is the driver's responsibility to check her/his hook for any trips placed there.
- e. If the driver is not home when called it will serve as a refusal and the driver will receive an "R" for her/his turn. The driver, not a family member, must accept the assignment.
- f. In the event that the driver knows in advance that she/he will not be available on Friday between 8:00 a.m. and 10:00 a.m. to receive the call, is out of town or on vacation, she/he may indicate in writing her/his availability for field trips for the following week or may call the Transportation office between the hours of 4:00 p.m. and 7:30 a.m. Wednesday through Friday morning. A driver who notifies dispatch in advance that they will be on authorized school business is exempt from this provision. She/he will be assigned a field trip as provided in Article VII.G.4.d. It is the driver's responsibility to check her/his hook for any trips placed there.

## ARTICLE VII - WORKING CONDITIONS (continued)

- G. 4. g. It will be the unavailable driver's responsibility to call the office no later than 3:00 p.m. Friday to find out what her/his assignment consists of for the next week. If the driver does not call before 3:00 p.m. Friday she/he will receive an "R" and the assignment will be handled as an emergency field trip.
- h. Emergency field trips will be processed trip by trip based on the availability of the driver. Drivers will not be charged for refusal. The accepting driver will be charged with the hours paid.
- i. Drivers may trade these trips (weekday for weekday and Saturday/Sunday for Saturday/Sunday) as provided in Article VII.G.1.i.
- j. Any employee signing up for Saturday/Sunday/holiday summer field trips, who was not on the previous summer field trip list, will be placed on the rotation list according to their seniority.
- k. Any driver whose field trip is cancelled will be offered the next available emergency trip(s) until field trips are processed the following Friday.
- 5. Trips during breaks in the school year
  - a. During each break of at least one week during the school year trips shall be assigned by rotation of eligible drivers for the period of the vacation only. When school reconvenes the interrupted process will be reinstated. Each school year the rotation will revert to the top of the seniority list of eligible drivers. Trips will be processed in order of highest to lowest number of hours paid.
  - b. In the event there is no notification by noon on the day prior to the last day worked before a break, the trip will be deemed an emergency field trip. Drivers will not be charged for the refusal, but the accepting driver will be charged with a turn.
  - c. If a trip is canceled, the driver will be offered the next available trip.
- H. Safety
  - 1. The employer shall maintain reasonable safety precautions at all times. Under no circumstances will an employee be required or assigned to work involving dangerous equipment, or in violation of an applicable statute, court order, or government regulation relating to safety of person or equipment.
  - 2. Any driver concerns regarding safety will be reported, in writing, to the Association Safety Committee on the Transportation Safety Report Form. The Safety Committee's written report with or without recommendations will be forwarded to the Transportation Supervisor, with a copy to the Executive Director of Operational Services and the Association Office. The Transportation Supervisor will respond to the Safety Committee chairperson in writing, within one week, even if the response is only a preliminary report. A copy of the response will be sent to the Association Office and the Executive Director. If the committee does not agree with the Transportation Supervisor's response they will meet with her/him to attempt to reach agreement. If that is not possible, the Committee may appeal the decision in writing, to the Executive Director for a final and nongrievable determination. A copy of the



## **ARTICLE VII - WORKING CONDITIONS (continued)**

- H. 2.(con't) appeal and the Executive Director's final and nongrievable determination will be sent to the Safety Committee chairperson and Association office in a timely manner. The Executive Director will have the option of asking the Transportation Review Committee for a final and nongrievable decision on the appeal. The Transportation Review Committee will include a member appointed by the Association.
3. a. Bus Conduct Reports should be completed in triplicate, by the driver, if a problem should arise with students assigned to the route. Such forms provided by the District will be turned in or faxed with a copy sent through the inter-school mail to the building administrator for action.
  - b. Student/Parent Safety Form. This form should be completed in triplicate, by the driver, and turned into the Transportation Supervisor. The supervisor will contact the parent to discuss the safety concern and then will report the outcome to the driver. The form will be used to report a safety concern prior to the student boarding the bus or after the student exits the bus. If the safety issue continues, the driver will then complete a bus conduct report.
  4. Bus drivers are responsible for safety inspections of their vehicles. Safety inspection forms provided to each driver shall be returned to the supervisor, noting any problems prior to the bus leaving the parking lot on any run.
  5. The Board will provide adequate cleaning supplies in the Transportation Office for use in cleaning the inside of school buses.
- I. Inclement Weather Condition Procedure
1. The Association will select an Inclement Weather Officer for the purpose of consulting with the District Administration on any days where inclement weather may be involved.
  2. The Association's Inclement Weather Officer may, at her/his election, contact the Transportation Supervisor to advise that the drivers believe that conditions are unsafe for the buses to run. This will be done in a timely fashion, which in the case of a morning run would be done no later than 5:00 a.m. in light of the necessity to alert the parents of the decision which must be subsequently made, through radio and television broadcasts. The Association Inclement Weather Officer will be advised immediately of a decision to close school due to inclement weather.
  3. The Transportation Supervisor will advise the appropriate Executive Director of her/his evaluation and of the evaluation of the Association's Inclement Weather Officer and based upon such advice and that of other supervisors and responsible administrators as well as her/his own observations, the Executive Director or her/his designee will make a recommendation to the Superintendent or her/his designee on whether it is safe to run the buses. The Superintendent will make the final decision on whether it is safe to run the buses.
  4. The drivers will be advised of the Superintendent's or her/his designee's decision which shall be complied with by each of the drivers commencing and completing their run.

**ARTICLE VII - WORKING CONDITIONS (continued)**

- I. 5. The District will not be liable for any compensation, i.e., salary and benefits, attributable to the Inclement Weather Officer's or other Association member's actions in determining the relative safety conditions as provided for in Article VII.I.

**ARTICLE VIII - LEAVES OF ABSENCE**

- A. The following shall constitute the policy governing long term leaves of absence (paragraphs B. – J. 1.) for members of the bargaining unit. It shall be the policy of the Board to grant long term leaves of absence without pay or fringe benefits.
  - 1. Eligibility for any long term leave of absence requires the completion of the probationary period immediately prior to such leave of absence with the exception of a Medical, Child Care or Military Leave.
  - 2. An extension of a long term leave of absence but not to exceed one (1) school year will be granted by the Assistant Superintendent for Human Resources. Another extension of a long term leave of absence may be granted by the Assistant Superintendent for Human Resources.
  - 3. While an employee is granted a leave of absence, she/he shall retain the following employment rights held by her/him before such leave was granted:
    - a. The same position on the salary schedule.
    - b. Unused sick leave held at the start of the leave of absence.
    - c. Seniority will accrue for up to two calendar years of a leave of absence with the exception of personal and military leaves. The beginning date of the leave will serve as the tolling date for these two (2) years.
  - 4. An employee on a leave of absence for a school year or the remainder of a school year must give written notice to the supervisor of transportation no later than June 1 of her/his intention to return, resign, or request an extension. This notice is the responsibility of the driver. The district has the discretion to interpret the failure to furnish such notice as a resignation of the driver.
  - 5. The notice of intention to return to work after a Medical Leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill her/his duties.
- B. Medical Leave
  - 1. In the event of extended illness or injury to the employee and upon written recommendation by the physician, an employee shall be granted a medical leave, without pay or fringe benefits except as provided in Article VIII.K.5.b. for a period up to the remainder of a school year. Upon a doctor's certification the employee may return work at any time as provided in B.2. below. At the end of the leave, the employee must either return or resign unless an extension is recommended by a physician and approved according to Article VIII.A.2.

**ARTICLE VIII - LEAVES OF ABSENCE (continued)**

- B. 2. If a vacant basic and/or extra-time assignment, for which they have the requisite seniority, is not available, the returning driver shall be allowed to displace the lowest employee(s) on the seniority list for a basic assignment and extra runs in the same manner to equal her/his former hours as nearly as possible. However, if the lowest basic assignment happens to involve a vehicle other than her/his original type of vehicle, the employee may pass to the next appropriate basic assignment on the list.

C. Child Care Leave

A Child Care Leave, shall be granted for the remainder of a school year or a school year. Additional time may be granted at the discretion of the Board.

D. Study Leave

A Study Leave shall be granted for the remainder of a school year or a school year.

E. Personal Leave

A driver may be granted a Personal Leave for the remainder of a school year or a school year upon application to the Human Resources Department. A driver will not accrue seniority during the leave of absence.

F. Military Leave

Any employee covered by this Agreement, who terminates employment in the School District to perform active service in the armed forces of the United States, is entitled to re-employment rights in the position she/he is vacating, or one of like status and pay scale, provided the employee serves only one (1) draft term, or until the state of emergency is ended, and provided also as follows:

1. The position vacated is other than temporary.
2. She/he is honorably discharged from the armed services.
3. She/he applies for re-employment within ninety (90) days.
4. She/he is still qualified to perform the duties of the position.
5. In the event of re-employment, the following provisions shall apply:
  - a. Accrual of seniority shall be granted.
  - b. Increments shall be added as if the employee had been in the School District employ during the time of such service in armed forces.
  - c. Unused sick leave held at the start of the leave shall be restored.
6. All provisions of this policy shall be in accordance with state and federal law governing military leaves of absence. If there is a difference between the contract and the laws, state/federal laws will prevail.

## **ARTICLE VIII - LEAVES OF ABSENCE (continued)**

- G. Association Elective Office Leave: A member of the bargaining unit elected or appointed to a full-time position or office in a state or national office in the Association, shall be granted a leave.
- H. Elective Public Office Leave: The Board will grant a leave of absence to any member of the unit to campaign for elective public office for herself/himself or to serve in such office.
- I. Voluntary Public Service Leave: A member of the bargaining unit will be granted a leave for the remainder of a year or a school year, for voluntary public service in the Peace Corps or Vista.
- J. Adoption/Guardian Leave
1. Long Term -
    - a. An adoption/guardian leave will be granted to an employee upon placement of the child in the home by an adoption agency or officer of the court awarding custody of the child.
    - b. The leave may be for the remainder of a school year or for a school year.
  2. Short Term -
    - a. An unpaid leave of up to six weeks will be granted to an employee related to placement of the child in the home by an adoption agency or officer of the court. (see Article VIII.K.1.b.6.)
    - b. Upon return to active status, the employee will be returned to the position that she/he occupied prior to the leave. The driver's run will not be posted during this short term leave. During the leave, the Board will continue to provide the fringe benefits found in Article VI.
- K. Sick Leave
1. a. Drivers will be allowed to accumulate sick leave with full pay for personal illness at the rate of one (1) day for each month of active service. For purposes of sick leave, a day is defined as the number of work hours in a driver's permanent assignment workweek in a given school year divided by five (5). The maximum number of hours a driver may accumulate is 2480 in 2010 – 2011. Active service is defined as working at least one-half (1/2) of the work days in a month. It is understood that the number of work hours in a driver's permanent assignment may change. In order to accommodate such changes, a driver's accumulation of sick hours will be adjusted after the bumping meeting, in the last week in January, the last week of April and following the last regularly scheduled work day in the contract year.
  - b. Drivers may use their annual and cumulative sick leave for the following reasons:
    - 1) Personal illness

**ARTICLE VIII - LEAVES OF ABSENCE (continued)**

- K. 1. b. 2) Illness of a member in the immediate family, as defined in Article VIII.M.1. The Assistant Superintendent for Human Resources reserves the right to question the necessity of the leave.
- 3) Maternity disability
- 4) Religious Holidays.
- 5) Funeral Leave as defined in Article VIII. M.
- 6) Up to six weeks may be used for the process of adopting a child.
- 2. a. Drivers who have completed ten work days following the beginning of a traditional school year will be credited with fifty (50) hours of sick leave (five (5) hours x ten (10) days). After the bumping meeting, the fifty (50) hours will be adjusted based on the number of work hours in a driver's permanent assignment for that school year. The number of hours will be determined by multiplying their daily assigned hours by ten (10). Drivers who are absent from work prior to completing the ten (10) work days and who have no accumulated hours in their sick leave bank will not be paid for the hours they are absent prior to completing the ten (10) work days. Upon completing ten (10) work days, their sick bank will be credited as indicated above.
- b. Time will be deducted from personal or sick bank time in fifteen (15) minute increments. One-half (1/2) hour will be the minimum amount deducted.
- c. Following exhaustion of a driver's sick or personal business bank, approved time off without pay may be granted by the Transportation Supervisor.
- d. Each payroll check will show the number of accumulated sick leave and personal hours as well as the number of those hours used in that pay period.
- e. Should drivers without any accumulated sick leave, leave before completing the full school year and have used their hours advanced, as outlined above, a pay deduction will be made on the basis of one (1) day as defined in K.1.a. above credit per month of active service completed. If they provide written consent to the District waiving their rights under Section 7(4) of Michigan PA 390, drivers who complete the school year but have no accumulated sick leave hours remaining and have used more sick leave hours than they earned during the year will have a deduction from their pay made on the basis of one (1) day's, as defined in K.1.a. above, credit per month of active service completed. This deduction will be made on the last regularly scheduled pay date for the contract year. If the amount of that pay is insufficient, the balance will be deducted from the next available pay(s).

## **ARTICLE VIII - LEAVES OF ABSENCE (continued)**

- K. 3. a. For the protection of the children, the Board of Education may require of the employee, a health certificate from a physician to be filed in the office of the Superintendent of Schools. Any employee who is not able to return to duty on Monday, following two (2) weeks illness or injury, shall present a certificate of ableness to the Transportation Supervisor upon return to work. This certificate shall be signed by a physician. In addition, she/he may be required to submit to an examination by a physician designated or agreed upon by the Superintendent of Schools at the Board's expense.
- b. Should a conflict arise between the employee's personal physician and the Board's designated physician, the procedure in Article XIV., Section A shall be followed.
4. A driver who has been absent on three (3) different occasions (defined as non-consecutive days) during a traditional school year, and has not provided their supervisor with written proof of illness signed by a physician or physician's assistant for those absences, may be required to provide such proof for subsequent absences. The supervisor will notify the employee in writing that they have exceeded the limit of three (3) absences, as defined above, without providing proof of illness. Such notice may also inform the employee that any subsequent use of their sick bank, or any unapproved absence in the event the employee has exhausted their sick bank before the end of the regular school year calendar, will require that she/he provide written proof of illness signed by a physician or physician's assistant for the remainder of said school year.
5. a. 1) Whenever an employee is absent beyond her/his accumulated sick leave bank, she/he will be placed on an unpaid excused leave for a period not to exceed forty-five (45) calendar days at any one time by the superintendent or her/his designee. For temporary leaves, if the driver stays out for forty (40) to forty-four (44) days of a forty-five (45) day leave and returns to work for less than ten (10) work days and suffers a relapse, the driver will be allowed to complete the original forty-five (45) day leave. When the original leave expires, the driver must either return to work, use the remainder of her/his sick bank, or be placed on a long term medical leave.
- 2) For periods that exceed forty-five (45) calendar days after the exhaustion of accumulated sick leave, the employee will be placed on a Medical Leave as defined in Article VIII.B. and her/his run will be posted.
- b. An employee on a forty-five (45) calendar day leave due to illness or health leave will have medical care coverage continued for six (6) months following the expiration of their sick bank.
- c. An employee who misses a paid holiday during a forty-five (45) day nonpay excused leave will have a sick leave day credited to them upon their return for each holiday during the leave period.
- d. Only employees who have returned from a forty-five (45) day nonpay excused leave during a school year, and who are absent due to illness without sick leave days in their bank, will be paid for a holiday if they provide proof of illness to the supervisor, if requested to do so.

**ARTICLE VIII - LEAVES OF ABSENCE (continued)**

- K. 5. e. 1) An employee may elect to use a portion of her/his sick bank prior to taking a 45 calendar day leave. At the conclusion of using elected sick leave days and 45 calendar days, the employee may:
- a) Return to work.
  - b) Elect to use the remainder of their sick bank days. Following exhaustion of their sick bank, they will either return to work or be placed on a medical leave.
- 2) The District's obligation to continue medical care benefits will not exceed four and one-half (4 1/2) months beyond exhaustion of the sick bank.
6. Upon retirement of a bus driver, the Board agrees to pay the retiree a cash benefit of their regular hourly pay times one-half (1/2) of her/his accumulated hours in the sick bank, provided the driver has been employed in the Farmington Public School District for at least ten (10) years prior to retirement, or qualifies for retirement under the Michigan School Employment Retirement Plan.
7. Drivers who are hired into another District position will carry their accumulated sick and personal leave day banks with them. This provision will not apply to employees who have resigned from employment with the District.
8. Members who work during the summer in a daily assignment as a driver or bus aide will have one additional sick leave day per month added to their sick leave bank for the following school year.
9. a. The school year for purposes of this section will be divided into the following halves:
- Start of regular school year – December 31
  - January 1 – end of regular school year
- b. Any driver not utilizing any sick leave hours, personal business hours, or hours without pay in either half listed in A. above will be granted two (2) additional vacation days. Drivers will be notified within one week after the half ends that they have earned additional vacation days. At the driver's choice the day may be used during the remainder of that school year on a day when school is not in session district-wide, it will be placed on the driver's next time sheet for pay-off or it will be paid off at the end of the year. Hours taken for uncontested workers' comp (not to exceed 50 work days), approved visits to the District clinic(s), funeral leave, jury duty, recognized religious holidays that are observed on a work day, District business, or Association business will not be counted against the driver when deciding if she/he has achieved the incentive.
10. The sick leave bank of drivers whose assignment includes transporting students on late start and MME testing dates to late start and MME sites will be adjusted to reflect the additional time worked. The banks will be adjusted according to the following formula: late start hours worked multiplied by the number of late start days, divide that product by 10 (# of contractual sick days) and then multiply the quotient by 60 (minutes in hour).

## **ARTICLE VIII - LEAVES OF ABSENCE (continued)**

- P. 2. Drivers who request days off without pay in writing at least ninety (90) calendar days prior to the requested leave without pay and are not one of the three (3) drivers selected, may be granted the time off according to the availability of drivers, and if granted will be done on the basis of 1.a. and b. above. The supervisor will notify the driver as soon as possible as to whether or not her/his request has been granted.
3. For drivers who request days off without pay in writing less than ninety (90) calendar days prior to the requested leave without pay the following will apply:
- a. If the three (3) slots mentioned in 1. above are not filled, then drivers will be granted the day(s) on a first come, first serve basis. The supervisor will notify the driver within two (2) days of their request.
- b. If the three (3) slots have been filled, drivers may be granted the time off according to the availability of drivers on a daily basis. The supervisor will notify each driver as soon as possible as to whether or not her/his request has been granted. Requests on the same day may be granted on the basis of 1.a. and b. above.
4. A driver may appeal the supervisor's decision to the Assistant Superintendent for Human Resources.
5. A driver has the option to use a paid vacation day(s) in place of one or more of the above approved time without pay days, up to the maximum of the five (5) allowed. The day(s) will be deducted from the five (5) days without pay.
- Q. 1. An employee whose religious holiday(s) fall on a regularly scheduled work day and observance or practice of which would require absence from work, may request the days to be deducted from sick leave. These days shall be deducted from the employee's accumulated leave unless the employee notifies the Human Resources Office by the preceding July 1 of her/his intention to make up the days during non-scheduled work time providing the employee's supervisor approves. The professional activity of the day(s) will be proposed by the employee, but must be approved by the employee's supervisor.
2. Make-up days will be allowed to occur after the fact, only in the case of new employees hired July 1 or after, who did not have the opportunity to schedule make-up days prior to the absence for the holidays. Those wishing to do so will make arrangements with their supervisor to make up the time during non-scheduled work time.

## **ARTICLE IX – EVALUATION/DISCIPLINE**

- A. The work performance of all bargaining unit members shall be evaluated, in writing, by the administration.
- B. The administration will attempt to give specific direction and advice to employees on how to correct the work deficiencies noted in the observations of employees' work performance.



**ARTICLE IX – EVALUATION/DISCIPLINE (continued)**

- C. 1. The work performance of all non-probationary employees shall be evaluated at least once every three (3) years using the forms found in Appendix C.
2. Prior to receiving an unsatisfactory evaluation, or being terminated, the Administration must have tendered notice of deficiencies, in writing, and have provided the employee with sufficient opportunity, both as to time and resources, to improve her/his work performance (approximately ninety (90) calendar days).
- D. Probationary Employees
1. a. At the time of hire as a bargaining unit member, a driver who has one year of service as a substitute driver in Farmington will be regarded as a probationary employee for 120 calendar days. Any driver hired with less than one year of service as a substitute driver in Farmington will be regarded as a probationary employee for one calendar year.
- b. Employees who have a run, lose it due to lay-off and return to substitute status, and then gain a run again, will have their probationary time counted as continuous.
- c. According to Article IX.K.8., the dismissal of a probationary employee prior to completion of the probationary period will not be subject to the grievance procedure.
- d. Benefits of the contract will commence on the first day of employment as a bargaining unit member, except as otherwise provided.
- e. No employee shall be required to serve more than one (1) probationary period unless employment is terminated.
2. The work performance of probationary employees shall be evaluated no later than 30 calendar days prior to the conclusion of the probationary period.
3. Prior to receiving an unsatisfactory evaluation, or being terminated, the Administration must have tendered notice of deficiencies, in writing, and have provided the employee with sufficient opportunity, both as to time and resources, to improve her/his work performance.
4. The Board will work collaboratively with the union in the event a probationary period needs to be extended for an employee.
- E. A copy of the written evaluation (Appendix C) of the employee's performance shall be given to the employee following a conference with the administrator.
- F. The employee is entitled to a dissenting opinion and/or to make a clarifying statement which shall be attached to the evaluation.
- G. All observations shall be conducted openly and with full knowledge of the employee. This, however, does not preclude the use of information gained from unannounced visits to work sites by the evaluation administrator.

## **ARTICLE IX – EVALUATION/DISCIPLINE (continued)**

- H. The employees shall have the right to request and will receive an additional evaluation by another administrator from within the District.
- I. It is understood that no evaluation of an employee's work performance shall be made apart from the procedures listed in the agreement. Routine discussions and feedback to employees are understood to not be "evaluations" for purposes of this provision.
- J. Any unsatisfactory evaluation must be presented to the employee no later than thirty (30) calendar days prior to the end of the employee's work year. A satisfactory evaluation must be presented to the employee no later than fifteen (15) calendar days prior to the end of the employee's work year.
- K. Discipline of Employees:
1. The Board shall retain the sole right to establish and enforce reasonable rules for employees that are not in conflict with the terms of this Agreement. The Board shall retain the right to warn, reprimand, lay off, discharge, and demote any employee who violated these rules or the terms of this contract. The Board will retain the right to assess a penalty less severe than that prescribed for a given rule of conduct, provided further, however, that this shall not constitute precedent for assessment of a lesser penalty in subsequent cases involving violation of the same rule. All rules of conduct will be applied and penalties will be administered in a fair manner in each individual case.
  2. No employee will be disciplined, demoted, dismissed, suspended with or without pay or reprimanded without just cause. Just cause will include, but not be limited to, inefficiency or incompetence, insubordination of District work rules and the contract, or moral misconduct. Both parties agree that employees shall be orally reprimanded or disciplined privately and not in front of parents, students, or other unconcerned personnel.
  3. If the District finds it necessary to discipline an employee in writing, the letter will be given to the employee and a copy to the Association President. If the District finds it necessary to discipline an employee, evidence of such discipline will be issued to the employee in writing with a copy placed in his/her personnel file and a copy provided to the Association President and Uniserv Director. The document will be initialed or signed by the employee. Such signature/initials shall be understood to indicate awareness of the document but in no instances shall said signature/initials be interpreted to mean agreement with the content of the document on the part of the employee.
  4.
    - a. Should disciplinary action be likely to occur at any given meeting, the employee shall be advised immediately of said possibility and be advised by the bus supervisor of the right to representation under this provision of the contract.
    - b. When a request for such representation is made to the bus supervisor, no action will be taken with respect to the employee until the Association representative is present.
  5. The Board shall utilize progressive discipline prior to the discharge of any employee for minor infractions, such as, absenteeism, tardiness, and substandard work performance.

## **ARTICLE IX – EVALUATION/DISCIPLINE (continued)**

- K. 6. Progressive discipline need not be given to any employee for major infractions on the job, such as intoxication, theft and fighting.
- 7. When imposing any discipline for a minor offense, the employer will not take into account as far as the severity of the penalty, minor infractions which occurred more than twelve (12) months previously or major infractions that occurred more than eighteen (18) months previously.
- 8. Discipline of employees will be subject to the Grievance Procedure as set forth in this Agreement. The grievance may be filed at Step Three of the Grievance Procedure. The Board's decision on the termination of the service of any probationary employee will be final, and not subject to the Grievance Procedure.

## **ARTICLE X - SPECIAL CONFERENCES**

- A. 1. Conferences or meetings on various matters (nongrievance) will be arranged between the Association representatives and the Board representatives upon request of either party.
- 2. If a matter is considered to be of such importance, then a Special Conference will be arranged, and at such conference there shall be not more than five (5) or no less than three (3) representatives of each party. An attorney or consultant may attend the Special Conference as one (1) of the Association's representatives.
- B. Arrangements for such Special Conferences shall be made in advance and the agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda, unless both parties agree to include other items. The Association shall submit their request to the Human Resources Director and the Board shall submit their request to the President of the Association. A written agenda shall be attached to such request.
- C. Conferences shall be held at a mutually agreed time. The members of the Association shall not lose any time or pay for time spent in such conferences. Permission for Association representatives to attend such meetings and/or conferences shall not be unreasonably denied. Preferably, however, special conferences will be scheduled during non-working time.

## **ARTICLE XI - RETIREMENT POLICY**

All members of the bargaining unit will be retired according to applicable State or Federal Law.

## **ARTICLE XII - GRIEVANCE PROCEDURE**

- A. Definitions:

A "grievance" is a claim by the Association or a driver that there has been a specific violation, misinterpretation or misapplication of the express provisions of this Agreement.

## **ARTICLE XII - GRIEVANCE PROCEDURE (continued)**

- B.
1. Any employee having such a grievance must discuss the matter with the supervisor during non-working hours, with the object of resolving it informally. The Association representative shall also be present, if requested by the grievant.
  2. Hearings at Steps One through Three of the Grievance Procedure will be scheduled at times to avoid loss of pay for the grievant and Association representative. In the event the Association and District representative agree to meet during work hours, the grievant and Association representative will not suffer loss of pay.
  3. All time limits herein shall consist of school days. School days shall be defined as work days exclusive of vacation time or holidays. Time limits may be extended on mutual consent of the parties. The tolling date for all responses/appeals of grievances at each level will begin the day following receipt of the response/appeal. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform. In the event of default by the Board, the remedy requested by the grievant shall be granted. In the event of default by the grievant, the grievant loses the right to process the grievance further. However, default will not mean acceptance of either party's last written position.
- C. In the event the matter is not satisfactorily resolved, the following procedure shall be followed:
1. Step One: The grievance shall be reduced to writing, within ten (10) school days, signed by the grievant, and submitted to the driver's supervisor.
    - a. The grievance shall specify the facts giving rise to the grievance, the name of the driver, and the relief requested.
    - b. The employee's supervisor or her/his designee shall submit an answer within ten (10) school days, in writing. One (1) copy of her/his decision shall be sent to the grievant and one (1) copy to the Association President and one (1) copy to the Uniserv Director.
  2. Step Two: Within ten (10) school days after receiving the decision of the supervisor, the grievant may submit the grievance to the Human Resources Office. The grievance shall be in writing, shall specify the Article and section of the Agreement allegedly violated, and shall contain the reasons for the appeal.
    - a. Within fifteen (15) school days after receipt of the grievance, the Assistant Superintendent for Human Resources or her/his designee, shall investigate the grievance, including giving the grievant and/or the Association a reasonable opportunity to be heard and render her/his decision in writing. A copy of the decision shall be delivered to the grievant, to the Association President, and to the Uniserv Director.
- C. 2. b. Where more than one (1) written grievance involving the same issue has been filed and processed through the grievance procedure to Step Three, the parties may, by mutual written agreement at Step Three, select one (1) of the grievances as representative of the group. The remaining grievances shall then be held in abeyance at Step Three, while the selected representative

## **ARTICLE XII - GRIEVANCE PROCEDURE (continued)**

- C. 2. b.(con't) grievance is processed further in the grievance procedure. The ultimate disposition of the selected grievance shall then be applicable to the remaining grievances at Step Three.
3. Step Three:
- a. Within ten (10) school days after receiving the decision of the Assistant Superintendent for Human Resources or her/his designee, the grievant or the Association may submit the grievance to the Superintendent. The appeal will contain the grievance, step two decision and the reasons why the appeal is being made.
  - b. The decision of the Superintendent will be delivered to the involved driver and Association Representative within ten (10) school days following the date of receipt of the appeal.
4. Step Four: If the alleged grievance is not settled at Step Three, the matter may be referred to arbitration. Only the Association may refer the matter to arbitration, provided written notice to refer the matter to arbitration is given to the Board within fifteen (15) days from the receipt of the written answer at Step Three. If the grievance is not appealed within the acceptable time period, it shall be deemed abandoned. The submission to arbitration shall contain a statement of the issues to be arbitrated and section violated.
- a. If within ten (10) days of the Association's declared intent to appeal to arbitration the parties cannot agree as to an arbitrator, the arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association.
  - b. The Board shall be responsible for notifying the arbitrator and making the physical arrangements for the arbitration hearing.
  - c. It shall be the function of the arbitrator, and she/he shall be authorized and empowered except as limited below after due investigation, to make a decision, in writing, and set forth her/his findings of fact, reasoning, and conclusions of the issues submitted.
  - d. The arbitrator shall not add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - e. The arbitrator shall not change any practices, policies, or rules of the Board, nor substitute her/his judgment for that of the Board as to reasonableness of any practices, policy, rule, or any action taken by the Board.
  - f. The arbitrator's power and authority shall be limited to deciding whether the Board has violated the express Article and Section of this Agreement.
  - g. There shall be no appeal from the arbitrator's decision, if within the scope of her/his authority as set forth above. It shall be final and binding on the Association, its members, the employee(s) involved, and the Board each of whom expressly agree to abide by such decision.

## **ARTICLE XII - GRIEVANCE PROCEDURE (continued)**

- C. 4. h. The arbitrator's decision shall be rendered not later than thirty (30) days from the date of the closing of the hearing, or if all hearings have been waived, from the date final statements and proof are submitted to her/him.
- i. The fees and expenses of the arbitrator shall be shared equally between the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of a witness called by the other.
- j. Claims for back pay shall not exceed twenty (20) days from the date on which the grievance was filed. All claims of back wages shall be limited to the amount of wages that the employee would otherwise have earned.
- k. All claims arising out of the same transaction or event shall be joined at the third step of the Grievance Procedure or forfeited.
- l. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed, unless there has been an agreed to contract extension.
- m. Nothing contained in this Article shall be construed as limiting the right of an employee having a grievance to discussing and having it resolved with the employer, provided the Association is given the opportunity to be present at the grievance hearing and the written decision of the District is not inconsistent with the terms of this Agreement.

## **ARTICLE XIII - NO STRIKE CLAUSE**

- A. The Association agrees that, during the entire life of this Agreement, there shall be no sanctioned or condoned strike, sit-down, stay-in, slow-down, or work interference or curtailment of any kind for any reason. The Association agrees it will not cause or permit its members to cause, nor will any member of the Association take part in, any picketing of any of the District's schools, buildings, or premises.
- B. The Association further agrees it will take prompt, affirmative action to prevent or stop unauthorized strikes, sit-downs, stay-ins, slow-downs, picketing, or work interference or curtailments of any kind, by notifying the employees and the public that it disavows these acts.
- C. All Association officers and representatives shall take prompt, affirmative action to try to prevent any wildcat strikes, sit-downs, stay-ins, slow-downs, picketing, or work interferences or curtailments of any kind.
- D. The Association agrees that the District shall have the right to discipline (including discharge) any or all employees who violate this Article.


#### ARTICLE XIV - MISCELLANEOUS PROVISIONS

- A. 1. The Board may, at its discretion, require that employees submit to physical and medical tests and examinations by a Board appointed doctor, when such tests and examinations are considered to be of value to the District in maintaining a capable work force, employee health and safety, student health and safety, etc., provided, however, the Board will pay the cost of such tests and examinations.
- 2. Should a dispute arise because of this requirement due to a conflict in medical reports with the employee's own physician, the employee shall be examined by an appropriate specialist in the area of said controversy at Ford Hospital in Detroit, or the University of Michigan Medical Center in Ann Arbor, for final determination. The cost of the latter examination will be shared by the Board and the employee, if the cost is not covered by the employee's health insurance coverage. It is further understood that this paragraph will not apply to Workers' Compensation claims.
- B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged policies or practices between the Board and its employees or the Association, and constitutes the entire Agreement between the parties.
- C. This Agreement is subject in all respects to the laws of the State of Michigan, with respect to the powers, rights, duties, and obligations of the Board, the Association, and employees in the bargaining unit, and in the event any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- D. 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.
- 2. Therefore, the Board and the Association, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to all subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement.
- E. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative.
- F. This Agreement may not be modified in whole or in part by the parties, except by mutual, written agreement.
- G. The District will provide the Association with any information on change in hours for employees in the unit.

**ARTICLE XV - DURATION OF AGREEMENT**

- A. The provisions of this Agreement shall become effective July 1, 2010 and shall continue in full force and effect to, and including, June 30, 2011.
- B. If any negotiations described in Section A., above, reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, shall be followed.
- C. IN WITNESS THEREOF, the Association and the Board have caused this Agreement to be executed in their names by their authorized representatives the day and year first written above.

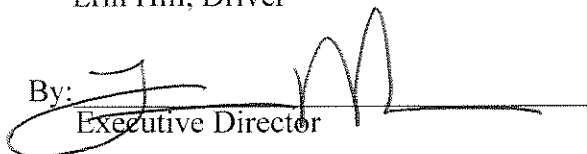
**FARMINGTON FTA, MEA-NEA**

By:   
Kimberly Ganzeveld, President

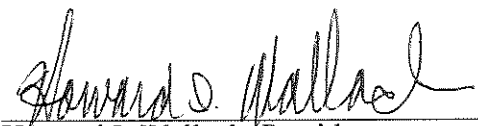
By:   
Jill McRoberts, Driver

By:   
Elaine Escott, Driver

By:   
Erin Hill, Driver

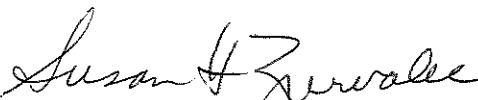
By:   
Executive Director

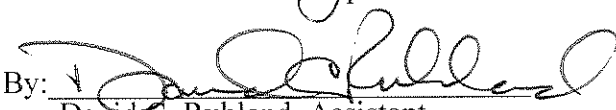
**FARMINGTON BOARD OF EDUCATION**

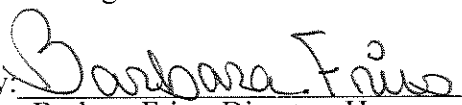
By:   
Howard I. Wallach, President

By:   
Sheilah P. Clay, Vice-President

**ADMINISTRATION**

By:   
Susan H. Zurvalec, Superintendent

By:   
David C. Ruhland, Assistant  
Superintendent, Human Resources/  
Legal Services

By:   
Barbara Fries, Director, Human  
Resources



APPENDIX A

**MEMORANDUM OF UNDERSTANDING**

**between**

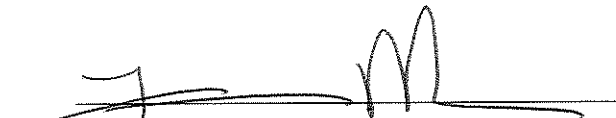
**FEA, ESP, CMC, FTA**


**and**


**FARMINGTON PUBLIC SCHOOLS**

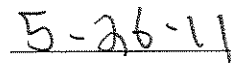
It is understood by the parties that the Board of Education has a policy prohibiting smoking throughout the school district; its facilities, grounds and vehicles. This policy was issued in a sincere effort to help create a healthy working and learning environment.

In the event violations of the Board Policy occur, progressive disciplinary measures will be used by the Board in order to help the employee correct the behavior.

  
\_\_\_\_\_  
FEA, ESP, CMC, FTA

  
\_\_\_\_\_  
Farmington Public Schools

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

## APPENDIX B

### ANTI-HARASSMENT REPORTING PROCEDURES

The following procedures are recommended to employees:

- A. Unless it would be futile or you feel uncomfortable doing so, politely but firmly confront whomever is doing the harassing. State how you feel about her/his actions. Politely request the person to cease harassing you because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion. Write a statement about the incident of harassment indicating the date, a summary of your conversation with the person you believe is harassing you, and what the person's reaction was when you confronted her/him. Keep this statement for possible use at a later time. If you are uncomfortable with this step, or if it is impractical for some reason, please refer to step #2.
- B. When you feel that you are being harassed, promptly report this to either your supervisor (unless your supervisor is the alleged harasser), or either of the following administrators:

Assistant Superintendent for Human Resources  
Farmington Public Schools  
32500 Shiawassee  
Farmington, MI 48336  
248-489-3387

Director, Instruction Equity and Support Services  
Farmington Public Schools  
32500 Shiawassee  
Farmington, MI 48336  
248-489-3387

This contact may be made either by telephone or in writing. When such contact is made, please state the specific details of the harassing incident(s).

- C. All complaints will be handled in a timely and confidential manner. Except as required in the context of any legal or administrative agency proceeding, information concerning a complaint will not be released by the school district to anyone who is not involved with the investigation. No one involved will be permitted to discuss the subject outside the investigation. The purpose of this provision is to protect the rights and confidentiality of the employee who files a complaint, to encourage the reporting of any incidents of harassment, and to protect the reputation of any employee wrongfully charged with harassment.
- D. Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All employees shall be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint or assisting in any investigation.
- E. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action designed to stop the harassment immediately and to prevent its recurrence will be taken.
- F. These procedures are recommendations and the procedures themselves are non-grievable.

**APPENDIX C**

**FARMINGTON PUBLIC SCHOOLS – FTA EVALUATION FORM**

Name: \_\_\_\_\_ School Year: \_\_\_\_\_

Building: \_\_\_\_\_

Job Classification: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

- Key:
- S = Satisfactory: Individual's performance fulfills the normal job requirements for this position.
  - U = Unsatisfactory: Individual's performance is clearly below the level of acceptability.
  - NI = Need Improvement: Individual's performance is below the job requirements but could be improved through Staff Development, experience and/or application.
  - NA = Not Applicable
  - NO = Not Observed

The evaluator indicates his/her perception of the employee's performance and verifies this perception with written comments and offers specific suggestions for improvement where needed.

The evaluator's signature indicates the person responsible for conducting the evaluation. The employee's signature indicates that she/he has read the evaluation and received a copy of it. The employee may attach a letter of dissent, if desired.

S    NI    U    NA/NO

1. **Responsibility:** Where applicable, individual is able to organize, plan and control own work, keeping on top of work, and keeping projects moving toward completeness. The employee exhibits proper use and care of equipment, is dependable, and has the ability to follow through and accomplish a task. \_\_\_\_\_

OBSERVATIONS LEADING TO JUDGEMENT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

S    NI    U    NA/NO

**2. Knowledge of Work:** Employee demonstrated the skills directly related to the performance of the job.

\_\_\_\_\_

OBSERVATIONS LEADING TO JUDGEMENT:

---

---

---

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

---

---

---

**3. Quality of Work:** Duties are performed in an efficient, complete and timely manner. Neatness, accuracy and competence are evident.

\_\_\_\_\_

OBSERVATIONS LEADING TO JUDGEMENT:

---

---

---

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

---

---

---

**4. Initiative:** Employee is resourceful. She/he attempts to anticipate problems and to find solutions to problems. She/he needs a minimal amount of direction.

\_\_\_\_\_

OBSERVATIONS LEADING TO JUDGEMENT:

---

---

---

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

---

---

---

**5. Adaptability:** The employee is flexible and willing to try to adjust to changing conditions and new situations

\_\_\_\_\_

OBSERVATIONS LEADING TO JUDGEMENT:

---

---

---

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

---

---

---

**6. Judgment/Confidentiality:** Employee makes sound decisions and exercises discretion as appropriate, given the situation.

S   NI   U   NA/NO

— — — —

OBSERVATIONS LEADING TO JUDGEMENT:

---

---

---

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

---

---

---

**7. Attendance and Punctuality:** Employee is prompt and follows building and/or department attendance procedures.

— — — —

OBSERVATIONS LEADING TO JUDGEMENT:

---

---

---

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

---

---

---

**8. Appearance:** The employee's general appearance is neat, clean and appropriate to the surroundings in which she/he works.

— — — —

OBSERVATIONS LEADING TO JUDGEMENT:

---

---

---

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

---

---

---

S NI U NA/NO

**9. Students/Staff Relationship:** The employee displays a willingness to assist others and recognizes her/his work as a service to the students, staff and community.

\_\_\_\_\_

OBSERVATIONS LEADING TO JUDGEMENT:

---

---

---

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

---

---

---

**10. Attitude Toward Others:** The employee is a team worker and uses tact and discretion in dealing with others.

\_\_\_\_\_

OBSERVATIONS LEADING TO JUDGEMENT:

---

---

---

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

---

---

---



APPENDIX D

OTHER QUALIFIED ADULT

**THIS AGREEMENT** is entered into this 5<sup>th</sup> day of January, 2009, between Farmington Public Schools (“School District”), and the Farmington Transportation Association, MEA/NEA (“FTA”).

In consideration of the mutual covenants hereinafter set forth, the School District and the FTA agree that, for the purpose of insurance benefits provided by the School District, the following standards shall apply to an “Other Qualified Adult” or “OQA”:

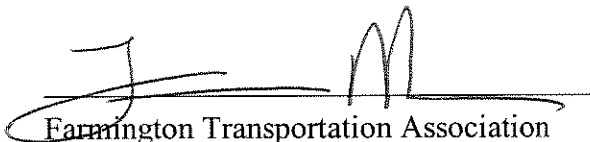
- A. An eligible bargaining unit employee may enroll one person as an OQA, but to do so all of the following criteria must be met:
1. The OQA must be at least 18 years of age;
  2. The OQA must not be eligible to inherit from the employee under the laws of intestate succession in the State of Michigan;
  3. Neither the employee nor the OQA may be married to anyone by statute or common law;
  4. The employee must fully complete and submit an “Affidavit of Other Qualified Adult Status.” **Attachment A.**
  5. The employee and OQA must share a common residence and must have done so for at least the six consecutive months prior to submitting an “Affidavit of Other Qualified Adult Status.”
  6. The employee and OQA must together possess at least TWO of the following:
    - a. Common or joint ownership or lease of their current residence;
    - b. Joint checking or savings account; or
    - c. Joint credit card.
  7. At least ONE of the following must be true:
    - a. The employee or OQA has a durable power of attorney for financial management of the other;
    - b. The employee or OQA has a durable power of attorney for health care where the other is designated the “patient advocate”; or

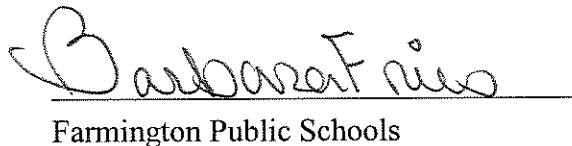


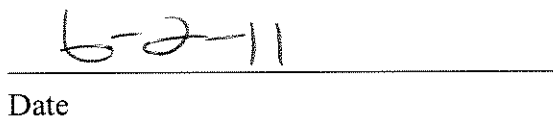
- A. 7. c. he OQA has been designated as the primary beneficiary in the employee's will or living trust, employer-paid life insurance policy, non-employer paid life insurance policy with benefits equal to or greater than \$50,000.00, retirement account (i.e., 401(k), 403(b), IRA) or pension plan.
- B. An OQA must meet any and all requirements and/or qualifications of the insurance carrier to be eligible for insurance benefits. For purposes of this Agreement, OQA shall include the dependants/sponsored dependants of the named OQA.
- C. A person shall be recognized as an OQA when an employee and the proposed OQA file an "Affidavit of Other Qualified Adult Status" with the Assistant Superintendent for Human Resources. Upon submission of that Affidavit, both the employee and the OQA have a continuing obligation to ensure that the OQA criteria listed in this Agreement ("eligibility criteria") are met at all times (except for reasonable lapses or breaks in coverage no longer than ten business days). Should the eligibility criteria fail to be met while the OQA is receiving insurance benefits pursuant to this Agreement, both the employee and the OQA have an obligation to immediately report in writing such information to the School District's Assistant Superintendent for Human Resources.
- D. The School District reserves the right to require any employee and OQA that have submitted an Affidavit of Other Qualified Adult Status to verify the accuracy of any and all eligibility criteria to the satisfaction of the School District at any time while the OQA is receiving benefits from the School District.
- E. The School District will discontinue OQA insurance benefits thirty days after notice is given by the employee or OQA that the eligibility criteria are no longer fulfilled. However, should the School District learn and confirm that the eligibility criteria are no longer met while the OQA is continuing to receive insurance benefits and neither the employee or OQA has informed the School District of such, or if the employee or OQA refuse to verify the veracity of their current fulfillment of the eligibility criteria as required above, insurance benefits for the OQA will be immediately terminated. Moreover, an employee that has submitted an Affidavit of Other Qualified Adult Status and has failed to inform the School District of the OQA's failure to continue to meet the eligibility criteria and may receive disciplinary action and may be responsible for reimbursement to the School District for the cost of benefits provided during the period of disqualification.
- F. Only a limited number of OQAs will be permitted. OQA benefits shall be issued on a first-come-first-served basis and shall only be granted at a ratio of 1 per 150 covered employees in a given collective bargaining unit on a "cliff" basis. A cliff basis means that the larger ratio number must be actually reached to trigger an additional allowed OQA. Thus, for example, if a bargaining unit contains 748 employees, only four OQAs will be provided unless and until two additional employees join the collective bargaining unit. There shall be, however, no less than one OQA opportunity offered per bargaining unit. Moreover, once an individual receives OQA status they hold that status until it is rescinded or the eligibility criteria are no longer met. Thus, if a bargaining unit contains 750 individuals but attrition lowers that number to 748 individuals, the person holding the fifth OQA status need not give-up their

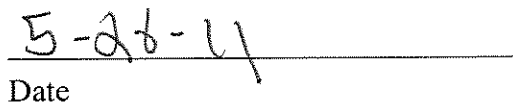
benefits. If the bargaining unit remains below 750 employees, however, a replacement OQA policy would not be offered if one of the five OQAs rescinds their benefits or fails to meet the eligibility criteria unless and until the number of bargaining unit employees rises to 750 or above.

- G. Should the OQA eligibility criteria, or any part thereof, or any portion of any School District policy or agreement that refers to "other qualified adults" or OQAs be deemed by a Michigan or Federal Court or other legal authority to be beyond the School District's authority, illegal, unenforceable, or void by law or public policy, that portion of this Agreement shall be stricken, and become void, but no other portion of those agreements or School District policies shall be affected by such a finding. Should OQA benefits be stricken, the School District will notify its employees of such and OQA benefits will be terminated upon notice to the employees.
- H. This Agreement is tendered on a trial basis for the remainder of the existing collective bargaining agreement. This Agreement will automatically terminate at the end date of the existing collective bargaining agreement unless it is specifically extended or renewed by both parties.

  
Farmington Transportation Association

  
Farmington Public Schools

  
Date

  
Date

**ATTACHMENT A**  
**AFFIDAVIT OF “OTHER QUALIFIED ADULT” STATUS**

Name of Employee: \_\_\_\_\_

Name of Other Qualified Adult (“OQA”): \_\_\_\_\_

We declare that all of the following conditions have been met:

1. The OQA is at least 18 years of age;
2. The OQA is not eligible to inherit from the employee under the laws of interstate succession in the State of Michigan;
3. Neither the employee nor the OQA is married to anyone by statute or common law;
4. The employee and OQA share a common residence and have done so for at least the six consecutive months prior to the signature date of this Affidavit;
5. The employee and OQA together possess at least TWO of the following:
  - a. Common or joint ownership or lease of their current residence;
  - b. A joint checking or savings account; or
  - c. A joint credit card or credit account.
6. At least ONE of the following is true:
  - a. the employee or OQA has a durable power of attorney for financial management of the other.
  - b. The employee or OQA has a durable power of attorney for health care and the other is designated as the “patient advocate”; or
  - c. The OQA has been designated as the primary beneficiary in the employee’s will or living trust, employer-paid life insurance policy, non-employer paid life insurance policy with benefits equal to or greater than \$50,000, retirement account (*i.e.*, 401(k), 403(b), IRA) or pension plan.

We each further acknowledge that we have a continuing obligation to immediately report in writing to the Assistant Superintendent of Human Resources of Farmington Pubic Schools if any of the aforementioned criteria is not met at any time in the future.

Dated: \_\_\_\_\_ By: \_\_\_\_\_

STATE OF MICHIGAN )

)ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public, in and for \_\_\_\_\_ County, personally appeared \_\_\_\_\_ who made oath that he/she read the forgoing *Affidavit*, and signed the same and that the contents thereof are true.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

State of Michigan, County of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

Dated: \_\_\_\_\_ By: \_\_\_\_\_

(Signature of Other Qualified Adult)

STATE OF MICHIGAN )

)ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public, in and for \_\_\_\_\_ County, personally appeared \_\_\_\_\_ who made oath that he/she read the forgoing *Affidavit*, and signed the same and that the contents thereof are true.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

State of Michigan, County of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

Date Received by Farmington Public Schools: \_\_\_\_\_

Received by : \_\_\_\_\_

Title: \_\_\_\_\_

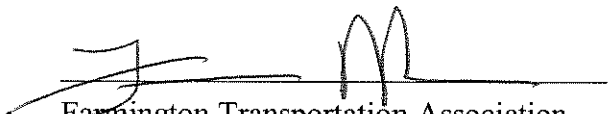
**APPENDIX E**

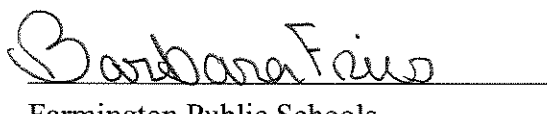
**MEMORANDUM OF UNDERSTANDING  
between the  
FARMINGTON TRANSPORTATION ASSOCIATION  
and the  
FARMINGTON PUBLIC SCHOOLS**

The Farmington Transportation Association (“FTA”) and the Farmington Public School District (“District”) agree as follows:

1. The District agrees to reimburse drivers for extensive damage to their clothing, including incidental items such as shoes, watches and eyeglasses, sustained while fulfilling their duties as a driver.
2. In order to be considered for reimbursement, the driver must report the incident to the Supervisor of Transportation prior to the end of work on the day such damage occurs.
3. Agreement to reimburse for reported damages will be based upon written receipt(s) for the repair or replacement item(s) submitted to the District and will be limited to a reasonable amount given the nature and environment of the work performed.

This memorandum reflects the mutual agreement of the FTA and the District unless otherwise agreed to, in writing, by both parties.

  
Farmington Transportation Association

  
Farmington Public Schools

6-2-11  
Date

5-26-11  
Date

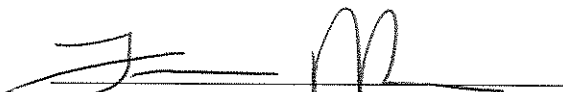
APPENDIX F

**MEMORANDUM OF UNDERSTANDING**  
between the  
**FARMINGTON TRANSPORTATION ASSOCIATION, MEA-NEA**  
and the  
**FARMINGTON PUBLIC SCHOOLS**

**403B PLANS**

The parties hereby agree to amend Article III. M. 1. d. of the master contract by adding the following language with appropriate formatting:

- A. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The parties agree that MEA Financial Services products, along with any other mutually selected investment providers shall be named as vendor(s) in the 403(b) plan document as appropriate under IRS regulations.
- B. The parties further understand and agree that the regulations regarding the administration of 403(b) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the parties agree that;
1. A plan document, consistent with all legal requirements shall be mutually developed by the parties by December 31, 2008.
  2. The plan document shall allow employees the ability to make changes in the investment portfolio.
  3. Additionally, the plan document shall allow for:
    - a. Any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the plan within fifteen (15) business days following the act of reduction of salary for the purpose.
    - b. All bargaining unit members are eligible to participate in the plan.

  
Farmington Transportation Association

Dated: 6-2-11

  
Farmington Public Schools

Dated: 5-26-11

**APPENDIX G**

**MEMORANDUM OF AGREEMENT  
between the  
FARMINGTON TRANSPORTATION ASSOCIATION, MEA-NEA (FTA)  
and the  
FARMINGTON PUBLIC SCHOOLS**

The parties enter into this agreement regarding a master contract for the 2010-2011 school year due to significant reductions in funding for Farmington Public Schools. The provisions of this agreement are non-precedent setting and, with the exception of the terms outlined in Section I., they expire on June 30, 2011. The parties hereby agree to the following:

- I. If the amount of actual general fund balance according to the District's 2010-2011 fiscal year audit exceeds 11% (\$16,361,418) of the total general fund expenditures projected in the 2010-2011 budget as presented to the Board of Education on June 8, 2010, the additional amount will be applied to reimbursing all individuals employed during the contract year on a pro rata basis for lost wages attributable to the concessions outlined herein. If the amount in excess of 11% is de minimis (\$50,000 or less), the parties will meet to determine the form of such reimbursement. The amount of reimbursement will not exceed an employee's daily rate multiplied by the number of furlough days plus the appropriate unpaid half step amount if applicable. All employees will be reimbursed for furlough days prior to the additional half steps being reimbursed. This reimbursement will be paid no later than the first scheduled pay in December, 2011.


Employees who resign from employment with the FPS prior to the date of said reimbursement will be eligible for payment either in full or on a pro rata basis as appropriate. It is understood that such reimbursement may not be reported to MPSERS by the FPS. Those on unpaid leave for a portion of the 2010-2011 school year will also be eligible for reimbursement of lost wages.

- II. This agreement, modifying the existing contract terms, is contingent upon all FPS employees entering into a comparable concessionary arrangement with the Board of Education.
- III. Employees not at the "After 4 years" step of the Pay Rates during the 2009-10 school year will be paid ½ the appropriate step increase on the 2009-10 pay rate schedule on the first day of school or February 1 of the 2010-2011 school year, as appropriate. For the 2011-2012 school year, their placement on the Pay Rates schedule will reflect a full step. EXAMPLE:

2009-10:	"After 1 year" step
2010-11:	"After 2 year" step but paid at ½ the difference between the "After 1 year" step and the "After 2 year" step
2011-12	"After 3 year" step



- IV. The school calendar (student) for 2010-2011 will begin on September 7, and end on June 17.
- V. Each employee will take two (2) furlough days (two unpaid holidays, Good Friday and Memorial Day) at the employee's daily rate of pay, during the 2010-2011 school year. Employees may elect to use a vacation day on each of the two holidays.
- VI. An employee with 25 years or more of service credit with MPSERS can opt to make a health care contribution deduction in lieu of the two (2) unpaid furlough days. This option must be exercised in writing by August 1, 2010. The contribution will be the equivalent of two (2) days pay at the employee's contractual rate. The deductions will be spread over nineteen (19) consecutive pays (ten months). Part time employees will have the deduction prorated.
- VII. Deductions for the annual employee health premium amounts will be spread over nineteen (19) consecutive pays (ten months).
- VIII. The existing plan coverage for FHP 1, FHP 2, and BCN, including provisions applicable to in-network/out- of- network, will remain the same unless modified later by mutual agreement of the parties.
- IX. If, subsequent to the ratification of this agreement, legislation is passed and enacted by the legislature or a vote of the people diminishing employees' wages and/or requiring additional employee contributions to health care costs that result in an economic benefit to the District, the District agrees to reduce the amount of employee concessions contained in this agreement accordingly.

  
Farmington Transportation Association

Date 6-2-11

  
Barbara Friso  
Farmington Public Schools

Date 5-26-11

## INDEX

<u>TOPIC</u>	<u>ARTICLE</u>	<u>PAGE</u>
Active Service, Definition of	VI.A.2.a. VI.B.7. VIII.K.1.a.	12 15 51
Additional Assignments	VII.E.6.a.b. VI.T.	34 27
Additional Time	VII.F.1.	38-39
Adjustment Period	VII.E.7.a.	34
Adjustment of Route Directions	VI.P.2.3.	25
Administrative Responsibility	III.C.	5
Advancement Pay Schedule	VI.A.6.a.	12
Agency Shop	II.	3-5
Alternate Student Transportation	III.Q.2.	10
Annual Physical	III.D.2.	5
Anti-Harassment	Appendix B	67
Arbitration	XII.C.4.	62-63
Assault and Battery	III.J.	8
Assignments Prior to Bump	VII.E.3.-6.)	29-31
Association Business Days	III.R.	10
Association Representation	IX.K.4.	60
Attendance Incentive	VIII.K.9.a.-b.	54

<u>TOPIC</u>	<u>ARTICLE</u>	<u>PAGE</u>
Basic Assignments		
Definition of	VII.E.5.c.	33-34
Loss of	VII.E.9.b.	35-36
Binding Arbitration	XII.C.4.g.	62
Board Information	III.N.-O.	9-10
Board Policies	III.C.	5
Board Rights and Responsibilities	IV.A.-B.	11
Bulletin Board Use	III.K.	8
Bumping Meeting	VII.E.3,a.1.) VII.E.4.	29 33
Bus Conduct Reports	VII.H.3.	48
Calculation of Pay	VI.R.	25-27
Call-In Pay / Extra Duty Pay	VI.M	23-24
Cancelled Assignments	VI.N.	24-25
Certificate of Ableness	III.D. VIII.K.3.	5 53
Change in Hours	XIV.G.	64
Child Care Leave	VIII.C.	50
Citizenship Rights	III.E.	5
Commercial Drivers License (CDL)	VI.C.2.	16
Communicable Disease Review Committee	III.S.	10
Daily Assignment, Definition of	VII.E.5.d.	34
Dental Insurance	VI.G.	20-21

<u>TOPIC</u>	<u>ARTICLE</u>	<u>PAGE</u>
Discipline of Employee	IX.K.	59-60
Discrimination Clause	III.E. III.P.	5 10
Doubling of Runs	VI.M.2.a., b.	23-24
Dispatch Board	VII.E.11	37-38
Driver Training	VI.C.1.	15
Dues		
Deduction of	II.D.	3-5
Obligation to pay	II.A.	3
Refund of	II.D.6.	4
Remittance of	II.D.7.	4
Duration of Agreement	XV	65
Evaluation	IX	57-60
Form	Appendix C	68-72
Employment in District	VII.A.2.	28
Exchanging Assignments	VII.E.7.	34-35
Experience Credit	VI.A.2.	12-13
Extra Duty Pay	VI.M. VI.T.	23-24 27
Extra Time		
Definition of	VII.E.5.e.	34
Filling of	VII.E.11.	37-38
Guarantee	VI.Q.	25
Loss of	VII.E.9.a.	35
Field Trips		
Association Business	VII.G.1.w.	44
Breaks in School Year	VII.G.5.	47
Cancellation	VII.G.1.n.	42-43
Continuous Time	VII.G.1.o.	43
District Business	VII.G.1.w.	44

<u>TOPIC</u>	<u>ARTICLE</u>	<u>PAGE</u>
Field Trips (con't)		
Eligibility for	VII.G.1.a.	39
Emergency Trips	VII.G.1.k.	42
	VII.G.3.d.	45
Errors	VII.G.1.c.5)	41
	VII.G.1.v.	44
Equalization	VII.G.2.	44-45
	VII.G.4.c.	46
Guarantee	VII.G.1.q.	43
	VII.G.3.f.	45
In-District Interfering Trips	VII.G.1.n.3)	43
Late Trips	VII.G.1.l.	42
Over-night Trips	VII.G.1.s.	43
Pay for	VI.A.3.	13
Processing of	VII.G.1.d.	41
Processor	VII.G.1.c.	40-41
Recertification	VII.G.1.w.	45
Refusing a Trip	VII.G.1.j.	42
Saturday, Sunday and Holiday Trips	VII.G.3.	45-46
Sign-up	VII.G.1.b.	40
	VII.G.4.a.	46
Summer Trips		
Cancellation and Trading	VII.G.4.	46-47
Trading Trip	VII.G.1.i.-j.	41-42
FOIA	III.I.	7-8
Funeral Leave	VIII.M.	55
Grievance Procedure		
Arbitration	XII.C.4.a.-m.	62-63
Default	XII.B.3.	61
Definition of Grievance	XII.A.	60
Information for	III.O.	10
Procedure	XII.C.	61-63
Records	III.F.6.	7
Timelines	XII.C.1-4	61-63
Guarantees		
Reporting in	VI.N.1.	24
Once a Day	VI.R.6.	26
Twice a Day	VI.R.5.	26
Three Times a Day	VI.R.4.	26

<u>TOPIC</u>	<u>ARTICLE</u>	<u>PAGE</u>
Health Certificate	III.D.	5
Holidays	VI.K.	22-23
Immediate Family, Definition of	VIII.M.1.b.	55
Inclement Weather		
Pay for	VI.N.3.	25
Procedure	VII.I.	48-49
In-Service Programs	VI.P.1-2	26
Insurance		
Dental	VI.G.	20-21
Life	VI.E.	20
Long Term Disability	VI.F.	20
Medical	VI.D.	17-19
Vision	VI.H.	21
Workers' Compensation	VI.J.	21-22
Job Assignments	VII.E.	30-39
Jury Duty	VIII.N.	56
Layoff		
Notice to Association	V.A.	11
Notice to Employee	V.B.2.	11-12
Offer of Substitute Work	V.D.	12
Order of	V.B.1.	11
Leave Drivers		
	I.B.	2
	II.A.1.-2.	3
Leaves of Absence		
Child Care Leave	VIII.C.	50
Eligibility	VIII.A.1.	49
Extensions	VIII.A.2.	49
Funeral Leave	VIII.M.	55
Medical Leave	VIII.B.	49
Military Leave	VIII.F.	50
Personal Business Days	VIII.L.	55
Personal Leave	VIII.E.	50

<u>TOPIC</u>	<u>ARTICLE</u>	<u>PAGE</u>
Return From	VIII.A.4.-5.	49
	VII.E.3.a.5.	31-32
Short-term Medical Leave	VIII.K.5.	53
Sick Leave	VIII.K.1.-4.	51-53
Study Leave	VIII.D.	50
Legislation, New	VI.C.4.	17
License		
Loss of	VI.C.3.	17
Reimbursement	VI.A.6.	14
Life Insurance	VI.E.	20
Long Term Disability Insurance	VI.F.	20
Longevity	VI.A.5.	13-14
Losing Time	VI.N.2.	24
	VII.E.9.	35-36
Medical Examination	III.D.	5
	XIV.A.	64
Medical Insurance	VI.D.	17-19
	VIII.K.5.b.	53
	VIII.K.5.e.2)	54
Medical Leave	VIII.B.	49-50
Meetings	VI.P.	25
Military Leave	VIII.F.	50
No Strike Clause	XIII	63
Option to Health Insurance	VI.D.1.d.	19
Other Qualified Adult	VI.D.	17
	Appendix D	73
Overtime	VI.L.	24

<u>TOPIC</u>	<u>ARTICLE</u>	<u>PAGE</u>
Pay for Unused Sick Days	VIII.K.6.	54
Pay Scale	VI.A.1.-5.	12
Payroll Deductions	III.M.	9
Permanent Assignments		
Definition of	VII.E.5.f.	34
Loss of	VII.E.9.b.	35-36
Return from leave	VII.E.3.a.5.	30
	VIII.A.4.-5.	49
Selection of	VII.E.3.a.1.) 4.)	29-30
Personal Business Days	VIII.L.	55
Personal Leave	VIII.E.	50
Personnel Files		
Annotation Required	III.F.3.a.	6
Compliment	III.F.3.b.	6
FOIA	III.I.	7-8
Grievance Files	III.F.6.	7
Location	III.F.1.a.	5
Review of	III.F.1.b.	6
Statute of Limitations	III.F.4,5	6
Third Party Review	III.F.1.c.	6
Physical Examinations	III.D. XIV.A.	5 64
Picking Permanent Runs	VII.E.3.a.1.) VII.E.4.a-e	30 34
Preamble		2
Private Life	III.E.	5
Probationary Employees	IX.D.	58
Proof of Illness	VIII.K.4.	53
Recall	V.C.	12



<u>TOPIC</u>	<u>ARTICLE</u>	<u>PAGE</u>
Recertification	VI.C.2.	16
Recognition Clause	I.A.	2
Recognition Payment (road test)	VI.C.2.b.	16
Reporting-In Pay	VI.N.	24-25
Representation, Right to	IX.K.	59-60
Retirement Policy	XI	60
Review of Assignments	VII.E.3.b.	31
Route, Definition of	VII.E.5.b.	33
Run, Definition of	VII.E.5.a.	33
Runs Beyond Traditional Calendar	VII.E.3.c.-d.	33
Salary	VI.A.1 - 5	12-14
Safety		
Association Safety Committee	VII.H.2.	47-48
Employee Concerns	VII.H.2.	47-48
Employee Safety	VII.H.1.	47
Inspection of Bus	VII.H.4.	48
School Closings	VI.N.3.	25
Seniority		
Definition of	VII.A.1.a.	28
List	VII.B.	28
Loss of	VII.C.	28-29
Tie Breaker	VII.A.1.b.	28
Short-Term Medical Leave	VIII.K.5.a.2.	53
Sick Leave		
Accumulation	VIII.K.1.a.	51
Deduction for Absence	VIII.K.2.b.	52
Immediate Family, Definition of	VIII.M.1.	55
No Use Of	VIII.K.9.b.	54

<u>TOPIC</u>	<u>ARTICLE</u>	<u>PAGE</u>
Sick Leave (con't)		
Number of Days	VIII.K.1.a.	51
	VIII.K.8.	54
Pay of Unused Days	VIII.K.6.	54
Proof of Illness	VIII.K.4.	53
Uses	VIII.K.1.b.	51
Smoking	Appendix A	66
Snow Days	VI.N.3.	25
	VII.I.	48-49
Special Conferences	X	60
Study Leave	VIII.D.	50
Subcontracting	III.Q.1.	10
Summer Drivers	VII.D.	29
Summer Work	VII.E.3.c.	31-32
TB Test	III.D.2.	5
Temporary Assignments	VII.E.3.a.	29-31
Time Blocks	VI.R.7	26-27
Time Off Without Pay	VIII.P.	56-57
Transportation of Students	III.Q.	10
Vacancies		
Filling of	VII.F.1.a-d.	38-39
Notices of	VII.F.4.	39
Posting Requirements	VII.F.1.	38-39
Forty-day Absences	VII.F.3.	39
Vacation Allowance		
Computation of Days	VI.B.7.	15
Computation of Pay	VI.B.2.	14
Date of Pay	VI.B.6.b.-c.	15
Number of Days	VI.B.1.	14

<u>TOPIC</u>	<u>ARTICLE</u>	<u>PAGE</u>
Vacation Allowance (con't)		
Rate of Pay	VI.B.2.	14
Use	VI.B.6.c.	15
Variable Options	VI.D.1.d.1) VII.	19 21
Vision Insurance	VI.H.	21
Wait Time	VI.O.	25
Warm-up Time		
Daily	VII.E.2.	29
Field Trip	VII.G.1.r.	43
Witness in Court	VIII.O.	56
Worker's Compensation	VI.J.	21-22
Year of Service	VI.A.2.a.	12