

AGREEMENT

between

SWAN VALLEY SCHOOL DISTRICT

And the

SWAN VALLEY SCHOOL DISTRICT BUS DRIVERS

**July 1, 2019 – June 30, 2022**

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## AGREEMENT

This Agreement is made and entered into by and between the Swan Valley School District Board of Education, Saginaw, Michigan the "Employer" and the Swan Valley School District Bus Drivers (the "Bus Drivers").

### ARTICLE 1 – RECOGNITION

#### Section 1.1                    Recognition

The Employer recognizes a representative(s) of the Bus Drivers as the exclusive representative for the purpose of negotiating as to wages, hours, and other terms and conditions of employment of all full-time and part-time regular bus drivers, excluding all other employees (example: substitute drivers).

### ARTICLE 2 - NON-DISCRIMINATION

#### Section 2.1                    Non-Discrimination

The Employer and the Bus Drivers both recognize their responsibilities under Federal, State, and local laws pertaining to fair employment practices in the area of Civil Rights. Accordingly, both parties affirm by this Agreement not to discriminate against any person(s) because of race, color, age, national origin, religion, sex, weight, height, and or disability, as those terms are defined by statute.

### ARTICLE 3 - EMPLOYER RIGHTS

#### Section 3.1                    General Employer Rights

The Employer, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, without limitation, all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing rights:

1.     The executive management and administrative control of the District and its properties and facilities and the activities of its employees.
2.     To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment or their dismissal or demotion for just cause and to promote and transfer all such employees.
3.     To decide the services to be provided and the work and job duties to be performed by the bus drivers and the manner of performing the work.
4.     To determine the number of hours worked and to determine the starting and quitting

times of employees.

5. To make and remake such reasonable rules and regulations not in conflict with this agreement as it may, from time to time, consider best for the purposes of maintaining order, safety and/or effective operation of the Employer's facilities and to require compliance by employees. The Bus Drivers will be provided with a copy of the handbook before the rules being implemented. In addition, subject to the Employer's rights, each Bus Driver will be provided with any applicable handbook, rules, and regulations related to transportation and the work to be performed by Bus Drivers.

Section 3.2                    Exercise of Rights

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

**ARTICLE 4 – REPRESENTATION**

Section 4.1                    Bus Drivers Group Representative(s)

All employees covered by this Agreement shall be represented, for the purposes of the grievance procedure, by a Bus Drivers Group Representative(s) to be selected by the Bus Drivers Group.

Section 4.2                    Notification

The names of the Bus Drivers Group Representative(s) shall be given in writing to the Employer.

Section 4.3                    Representative Activity

The Bus Drivers Group Representative(s) shall conduct their negotiations activities in a manner that does not disrupt school operations or functions. Neither the Bus Drivers Group Representative(s) shall be paid by the Employer for time spent carrying out activities described in this article; except that in the event the employer schedules a meeting with an employee that requires that the employee have Bus Drivers Group representation and the meeting is scheduled for the Employer's convenience and the meeting must be scheduled at a time when the Bus Drivers Group Representative(s) is otherwise scheduled to be working, the Employer agrees that the Bus Drivers Group Representative(s) will not lose time or pay for time spent attending the meeting.

## ARTICLE 5 - GRIEVANCE PROCEDURE

### Section 5.1

### Definitions

- (a) A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation, or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter to which a method of review is prescribed by law.
- (b) The primary purpose of the grievance procedure is to secure equitable solutions to grievances at the lowest possible level.
- (c) These proceedings shall be kept as confidential as may be appropriate at any level of the procedure. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate administrative employee.
- (d) The following grievance procedure affords the sole and exclusive remedy for complaints and grievances under this Agreement.
- (e) Failure of an aggrieved party to appeal a decision at any level within the specified time limits shall be considered as evidence of acceptance of the decision reached at that level.
- (f) The term "days" when used in this Article means working days, exclusive of holidays, Saturdays, and Sundays.

### Section 5.2

### Procedure

- (a) An employee having a grievance shall take the matter up with his/her immediate supervisor, who shall attempt to resolve the matter consistent with this Agreement.
- (b) Any employee may request his/her immediate supervisor to call his/her Bus Drivers Group Representative(s) to handle a specified grievance with the immediate supervisor. If the Bus Drivers Group Representative(s) has been requested, any discussion of the grievance shall wait for the Bus Drivers Group Representative(s)'s arrival.
- (c) Grievances which are not settled with the immediate supervisor shall be reduced to writing on the appropriate form and signed by the aggrieved employee. The grievance shall specify the provision(s) of the Agreement alleged to have been violated and the remedy requested.
- (d) If additional time is considered necessary to properly investigate matters relative to the grievance at any step outlined below, such additional time may be granted only if mutually agreed upon between the Bus Drivers Group Representative(s) and the Employer.

### Step One

- (a) The grievance must be filed in writing with the Transportation Supervisor within ten (10) working days from the date circumstances arose or the date the employee should have know such circumstances existed.
- (b) The Bus Drivers Group Representative(s) and the Transportation Supervisor shall attempt to settle the grievance.
- (c) The Transportation Supervisor will answer the grievance within five (5) working days from the date it was filed in writing, unless extended by mutual agreement in writing. Such answer shall be final if not appealed within five (5) working days.

### Step Two

- (a) If appealed within the time limits, the grievance shall be presented to the Superintendent or designee who shall arrange for a conference with a business representative(s) of the Bus Drivers in an attempt to settle the grievance.
- (b) Said conference shall be held within ten (10) working days from the date of receipt of appeal and will be scheduled at a time mutually agreeable to both parties.
- (c) The Superintendent or designee shall answer the grievance in writing within ten (10) working days from the date of the conference unless extended by mutual agreement in writing.

### Step Three

- (a) Any appeal of the Superintendent's answer shall be presented to the Board within ten (10) working days from the date of the decision by the Superintendent or designee.
- (b) The appeal shall be in writing and shall state the reason or reasons why the decision of the Superintendent or designee was not satisfactory.
- (c) The grievance shall be placed on the agenda of a Committee of the Board scheduled to meet within a period of forty (40) days from the date of receipt of the appeal, and the representative(s) of the Bus Drivers shall be advised in writing as to the time and place of the meeting. The Committee shall make their recommendation to the Board and the Board shall consider the matter at their next regular meeting.
- (d) The Board or its designee shall answer such grievance in writing within ten (10) working days from the date of the Board's action unless extended by mutual agreement.



Step Four:            Arbitration

- (a) If the appealing party is not satisfied with the disposition of the grievance by the Board of Education and the appealing party wishes to appeal the matter further, the grievance must be submitted to arbitration by filing a Demand for Arbitration with the American Arbitration Association within thirty (30) calendar days from the date of the Board's decision.
- (b) The selection of the arbitrator and the rules governing the arbitration proceeding shall as set forth in the American Arbitration Association's Voluntary Labor Arbitration Rules.
- (c) Each party shall be responsible for the expenses of the witnesses that they may call. The Arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.
- (d) The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681, et seq. The Arbitrator will be without power or authority to make any decision which would require the Board to act in a manner prohibited by law or which would require the violation of this Agreement. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties only, the Arbitrator may concurrently hear both the jurisdiction issues and the merits of that dispute in the same proceeding. If the Arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on merits. The Arbitrator shall have no authority to subtract from or modify any of the terms of this Agreement or written amendments thereto, or to specify the terms of a new Agreement, or to substitute his/her judgment for that of either of the parties. The Arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject. The Arbitrator's decision; provided it is otherwise consistent with this provision, shall be final and binding.
- (e) The fees and expenses of the Arbitrator shall be borne equally by the parties.

Section 5.3            No Strike Pledge

The Bus Drivers and the Employer recognize that strikes and other forms of work stoppages are contrary to law and public policy. The Bus Drivers and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Bus Drivers Group therefore agrees that its members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the District.

Failure or refusal on the part of any employee to comply with this Article could lead to disciplinary action up to and including discharge. The Employer agrees not to lockout employees

for any cause whatsoever during the term of this Agreement.

## ARTICLE 6 – SENIORITY

### Section 6.1                      Probationary Period

All new employees will be considered as probationary employees until they have been employed for ninety (90) regularly-scheduled school days. After the completion of ninety (90) days of work, the employee will be considered a regular employee, and seniority will start as of date of hire. There shall be no seniority among probationary employees. A probationary employee may be disciplined or discharged without recourse to the grievance procedure.

### Section 6.2                      Seniority List

When an employee acquires seniority, his/her name will be placed on the seniority list. An up-to-date seniority list will be made available to employees for inspection by posting where practical or by a satisfactory equivalent method. If more than one (1) employee acquires seniority at the same time, the person offered the position first has the most seniority.

### Section 6.3                      Loss of Seniority

Seniority shall be severed for the following reasons:

- (a) If the employee quits.
- (b) If the employee is discharged for cause.
- (c) If the employee is absent without properly notifying the Employer, unless a reason satisfactory to the Employer is given.
- (d) If the employee fails to return to work within three (3) working days after being notified to report to work and does not provide a reason satisfactory to the Employer.
- (e) If the employee fails to report for work following a recall from layoff as set forth in Section 7.3 of this Agreement.
- (f) If the employee is on a leave of absence for any reason for a period of time that exceeds one (1) year.
- (g) If the employee is laid off for a continuous period equal to the individual's seniority accumulated at the time the layoff began or three (3) years, whichever is less.
- (h) If the employee loses his or her license (including applicable endorsements) or is otherwise determined by operation of law to be unqualified to drive a school bus.

Section 6.4                    Seniority While Outside the Unit

The seniority which an employee accumulated before the date the employee is assigned a supervisory position or other position outside of the bus drivers group shall be retained by the employee. No seniority shall be accumulated while working outside of the bus drivers group. Said employee shall have the right to exercise this seniority to return to an open position within the bus drivers group if the employee vacates his/her supervisory position or other position outside of the bus drivers group.

**ARTICLE 7 - LAYOFF AND RECALL**

Section 7.1                    Order of Layoff

Employees shall be laid off and recalled according to seniority.

Section 7.2                    Notice of Layoff

In the event of a layoff, employees shall be given at least one (1) week notice of layoff unless circumstances beyond the Employer's control prevent notice from being given.

Section 7.3                    Notice of Recall

The Employer shall provide notice of recall by certified mail, return receipt requested, to the employee's last known address. It will be the employee's responsibility to keep an accurate, current mailing address on file with the Employer. Recalled employees shall be given a minimum of ten (10) calendar days to respond after receiving the notice. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time frame allowed, as set forth in the notice of recall, shall be presumed to have resigned, and their name shall be removed from the seniority list.

Section 7.4                    Reduction of Hours

If it becomes necessary for the Board to reduce the regular work hours of any bus driver, the Board will provide the affected employee(s) with advance notice. Upon request, the Employer will discuss the reductions with the Bus Drivers Group Representative(s).

**ARTICLE 8 - ASSIGNMENTS AND FIELD TRIPS**

Section 8.1                    Assignments

Transportation runs will be assigned to bus drivers based upon the safety of students, the efficiency of the transportation system, and driver seniority as set forth herein. Runs, as determined by the Employer, will be presented to drivers at a collective meeting before the start of school (normally around one [1] week before the start of school) and/or individually at other

times during the school year as changes may be necessary. The meeting will be considered mandatory, and bus drivers will be paid their regular rate with a minimum of one (1) hour. The Employer retains the right to establish runs including starting and quitting times. When possible, assignments shall be made in a manner to avoid regularly-scheduled overtime. However, runs, as determined by the Employer, will be offered to drivers on the basis of seniority with the highest senior bus driver selecting his/her runs before lesser senior drivers. Bus drivers will be paid their regular hourly rate for the hours required to complete mandatory certifications or training, except for driver's license renewal as set forth in Section 17.5 of this Agreement. Bus Drivers will also be paid one (1) hour per week at the employee's regular hourly rate for responsibilities involving fueling, cleaning and other non-routine bus driving related activity required by the Employer.

Section 8.2                      Field Trips

Field/athletic trip rotation will start in the fall with the top seniority driver and down the seniority list. All drivers shall be on the trip roster. For the purposes of Section 8.2 only, all drivers also includes substitute bus drivers. When the field/athletic trip roster is posted, drivers are required to fill in the YES or NO column. A blank in the column will be considered a NO. Any field/athletic trip that takes less than one (1) hour will be paid a minimum of one (1) hour of pay.

Field/athletic trips will be assigned by the Transportation Supervisor or his/her designee on a rotational basis according to an equalization of hours. Saturday hours will be equalized separately. Drivers may take a negative adjustment from their regular run for a field/athletic trip. Drivers will keep a record of their mileage before leaving the bus garage and ending mileage when they have returned to the lot. Drivers will take a student head count before leaving school for trips (field trips, sports, senior citizens, etc.) and will take a head count before leaving the point of destination. If a discrepancy in the number of students on the school bus occurs, the driver will consult with the teacher, coach, or person in charge of the field/athletic trip for the determination of correct numbers of students on the school bus. If a field or athletic trip is cancelled with less than two (2) hours notice, the driver will receive two (2) hours pay. If the Employer determines that a field/athletic trip will be a "drop off" and a "pick up" then the driver will be paid a minimum of two (2) hours at the regular hourly rate for the drop off and/or two (2) hours at the regular hourly rate for the pick up.

Section 8.3                      New Buses

New buses will be offered to drivers with the most seniority.

**ARTICLE 9 - DISCIPLINE AND DISCHARGE**

Section 9.1                      Just Cause

The responsibility for the discipline and/or discharge of employees is vested entirely in the Employer. Discipline and discharge of non-probationary employees shall only be for just cause. Non-probationary employees shall have the right to file a grievance. The causes which shall be

considered sufficient for discharge, suspension, or other disciplinary action include, but are not limited to, the following:

- (a) Intoxication on the job or other impairment due to the use of drugs or alcohol. Impairment shall be considered to include any detectable (by testing) level of alcohol or other illegal drug.
- (b) Insubordination or other refusal to follow a direct order of management.
- (c) Willful violation of known work rules including safety rules known to the driver or as set forth in this Agreement.
- (d) Poor attendance or other failure to appear for work at an employee's designated starting time able and prepared to perform the employee's assigned work.
- (e) Demonstrated lack of ability to perform assigned work
- (f) Negligence in the operation of a school bus or any involvement in a serious accident where negligence is evident.
- (g) Any action considered a violation or a prohibition set forth in Section 1230g of the Revised School Code, as amended.

#### Section 9.2                      Progressive Discipline

In appropriate cases, the Employer shall use progressive disciplinary practices which may include verbal warning, written warning, suspension, or discharge. For serious offenses, the Employer may skip any of the above steps and issue discipline appropriate to the misconduct. The Employer may also suspend employees without pay pending completion of an investigation.

#### Section 9.3                      Notice of Discipline

When the Employer determines that disciplinary action is warranted, such action must be initiated as soon as reasonably possible following the time the Employer becomes fully aware of the conditions or events leading to discipline and completes its investigation. Disciplinary action shall be in writing and a copy shall be provided to the Bus Drivers Group Representative(s), unless the employee requests that a copy not be provided to the Bus Drivers Group Representative(s).

#### Section 9.4                      Bus Drivers Representation

If an employee is called into a meeting with the Employer where the Employer is investigating the employee and the results of the investigation may reasonably lead to disciplinary action, the employee may request the presence of a Bus Drivers Group Representative(s). If a request is made, further questioning shall not occur until the Bus Drivers Group Representative(s) is

present.

Section 9.5                      Probationary Employees

Probationary employees shall not have recourse to the grievance procedure for any disciplinary action taken against them.

**ARTICLE 10 - PAID LEAVES**

Section 10.1                      Form of Insurance

Sick days are a form of insurance and not a form of compensation and shall not be abused. The purpose of sick leave shall be to protect employees when they become ill.

Section 10.2                      Accumulation

Each new school year, employees in the bus drivers group shall receive nine (9) paid sick days and three (3) paid personal days accumulative up to five hundred and fifty (550) hours (retirement cap is at three hundred and sixty [360] hours).

If a personal day is not used, it shall be added to the employee's accumulated sick leave. A day, for purposes of this section, refers to the number of hours an employee is normally scheduled to work in a day. The Employee can access their sick leave total at any time through their Skyward Employee Access account.

Section 10.3                      Use of Sick Days

If an employee is sick and cannot report for work, he/she shall call the Transportation Supervisor or designee to notify them of their illness at least one and one-half (1-½) hours before the start of their scheduled work day, except in cases of true emergency. Sick days are to be interpreted as follows: personal illness or the physical care of a member of the employee's immediate family or another legal dependent.

The Superintendent or designee may request reasonable verification of illness where the Superintendent or designee feels that it is appropriate. Any employee who willfully misrepresents the facts pertaining to an absence for the purpose of qualifying for sick leave benefits under the provisions of this Article shall forfeit all benefits or rights accrued under the provisions of this Article, and such misrepresentation may constitute grounds for disciplinary action up to and including discharge.

Section 10.4                      Use of Personal Days

The personal leave days may be used for urgent, necessary, legal business, household, or family matters which require absence during regular bus driving hours.



Section 10.5                    Application for Personal Day

Application for personal leave must be made at least two (2) days before the time required for such leave (except for emergency). For emergency or sickness, the driver must call the Transportation Office or the Transportation Supervisor at least one and one-half (1-½) hours before the start of the run.

Section 10.6                    Payment upon Retirement

Upon retirement, a driver who has at least ten (10) years of service with the Employer will be paid for his/her accumulated but unused sick days (to a maximum of three hundred sixty [360] hours) at the rate of seven dollars and fifty cents (\$7.50) per hour up to the three hundred sixty (360) hour maximum. After twenty (20) years of service, the maximum payout shall increase to four hundred (400) hours at the rate of seven dollars and fifty cents (\$7.50) per hour.

Section 10.7                    Funeral Leave

Employees shall be allowed up to four (4) days paid leave to cover absences related to the death of a parent, child, step-child, spouse, or sibling.

Employees shall be allowed up to two (2) days leave to cover absences related to the death of a grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, or brother-in-law. The employee must, however, in any case, attend the funeral or memorial service.

**Employees must use sick time for any other family members.**

**ARTICLE 11 - UNPAID LEAVES OF ABSENCE**

Section 11.1                    Illness Leave

A leave of absence without pay will be granted for periods of time not to exceed one (1) year for personal physical or mental illness, subject to medical documentation. Such additional time off, in excess of one (1) year must be approved by the Employer.

Section 11.2                    Child Care

Leaves of Absence for up to one (1) year may be granted for the purpose of child care. Except for an emergency, an employee will request the leave of absence in writing at least thirty (30) days before the start of the leave.

For the birth or adoption of an infant child, the commencement of said leave will begin no later than the date of the adoption or the medical recovery from the birth. The employee may request a return to work before the anticipated termination of the leave because of a change in circumstances. The employee shall be returned to his/her former position or to a similar position.

Section 11.3                    Requests for Leave

All requests for leaves of absence shall be in writing, stating the reason for the leave and the approximate length of the leave requested. In non-emergency situations, thirty (30) days prior notice shall be given. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are considered beneficial to the Employer. An extension of any leave of absence may be granted at the discretion of the Employer.

Section 11.4                    Failure to Return Following a Leave

Any employee who does not report back to work by the expiration date as set forth in his or her leave of absence notice, or who does not receive an approved extension, except as provided herein, will be considered to have terminated his/her employment.

Section 11 .5                    Extensions

Leaves of Absence under this provision may be extended upon written application of the employee submitted before the expiration date of the leave. No extension will be effective until approved by the Employer.

**ARTICLE 12 - JURY DUTY**

Section 12.1                    Jury Duty

An employee who is summoned for and reports for jury duty, as prescribed by applicable law, shall be paid by the Employer in an amount equal to the difference between the amount of wages the employee would otherwise earn by working straight time hours for the Employer on that day and the daily jury fee paid by the court (not including travel allowance or reimbursement for expenses) for each day of jury duty.

Section 12.2                    Conditions

To receive payment, the employee must give the Employer prior notice that he or she was summoned for jury duty and must furnish satisfactory evidence that he or she reported for or performed jury duty on the days for which he or she claims payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty. Employees shall report for their regular assignment when jury duty is one-half (½) day or less.

**ARTICLE 13 – INSURANCE**

Section 13.1                    Life Insurance

All employees covered by this Agreement shall receive fifteen thousand (\$15,000.00) term life insurance or death benefit at the discretion of the Employer.



## ARTICLE 14 – COMPENSATION

### Section 14.1

### Hourly Rates

All employees covered by this Agreement shall be paid on an hourly basis. Employees will be compensated for all hours worked during a pay period. All regular drivers will have the option of receiving their pay over twenty-six (26) pay periods. "Special Runs" are limited to Special Education only runs and field trips on Saturdays, Sundays, holidays, and during summer. "Special Runs" do not include "nuisance" runs.

#### 2019-2020 – \$.50/hr increase

Regular Rates		Special Runs	
Probation	\$14.73	Probation	\$14.73
First Year (After Probation)	\$15.26	First Year (After Probation)	\$15.26
2 to 5 Years	\$16.41	2 to 5 Years	\$17.40
6 to 9 Years	\$16.91	6 to 9 Years	\$17.89
10 to 15 Years	\$17.40	10 to 15 Years	\$18.38
Over 15 Years	\$18.38	Over 15 Years	\$19.47

#### 2020-2021 – \$.50/hr increase

Regular Rates		Special Runs	
Probation	\$15.23	Probation	\$15.23
First Year (After Probation)	\$15.76	First Year (After Probation)	\$15.76
2 to 5 Years	\$16.91	2 to 5 Years	\$17.90
6 to 9 Years	\$17.41	6 to 9 Years	\$18.39
10 to 15 Years	\$17.90	10 to 15 Years	\$18.88
Over 15 Years	\$18.88	Over 15 Years	\$19.97

#### 2021-2022 – \$.50/hr increase

Regular Rates		Special Runs	
Probation	\$15.73	Probation	\$15.73
First Year (After Probation)	\$16.26	First Year (After Probation)	\$16.26
2 to 5 Years	\$17.41	2 to 5 Years	\$18.40
6 to 9 Years	\$17.91	6 to 9 Years	\$18.89
10 to 15 Years	\$18.40	10 to 15 Years	\$19.38
Over 15 Years	\$19.38	Over 15 Years	\$20.47

Section 14.2            Overtime

Employees will be paid at the rate of time and one-half their regular rate for all actual hours worked over forty (40) hours in a week.

Section 14.3            Field Trips

Field trips shall be considered all trips outside of the regular schedule and assigned under Section 8.2. Employees are expected to remain at the field trip venue with the teacher/chaperone and students with the exception of a one (1) hour lunch period.

Section 14.4            Emergency Closing of School

Employees will not be paid for days they do not work except as provided herein. If it is determined that school will be closed because of unsafe driving conditions due to inclement weather or other events beyond the control of the District where the administration has determined that school should not be held, every attempt will be made to contact or notify drivers before their normal departure time. Employees will be paid their applicable rate of pay for hours they are normally scheduled to work on days school is closed under this provision where the District is not required to make up the time or reschedule the school days.

Section 14.5            Late Calling of School

If school is called late and drivers are not contacted and they report to the bus garage, the driver(s) will be paid one (1) hour at his or her regular rate. This provision does not apply to days where employees receive pay under the provisions of Section 14.4.

Section 14.6            Meal Reimbursement

Drivers assigned to out of town trips shall be reimbursed for meals upon receipt of appropriate documentation (receipts), up to the following amounts. Reimbursement shall otherwise be according to Board policy.

Breakfast:     \$5.00  
Lunch:         \$7.00  
Dinner:        \$10.00

**ARTICLE 15 - HOLIDAYS**

Section 15.1            Recognized Holidays

The following Holidays shall be recognized by the Employer and employees shall be given the day off, without loss of pay, subject to the conditions set forth below:

Thanksgiving  
Good Friday

Day after Thanksgiving  
Memorial Day

Section 15.2            Eligibility

An employee must be a regular (not a substitute) bus driver as of the date of the holiday to qualify for holiday pay. An employee must also have worked and been paid for their last scheduled work day before the holiday and the first scheduled work day after the holiday, to qualify for holiday pay. Employees off sick on the holiday, the day before or the day after the holiday, may be required to submit medical proof of illness.

**ARTICLE 16 – SAFETY**

Section 16.1            General Safety

The Employer will take reasonable measures to prevent and eliminate any actual job hazards which the employees may encounter at their place of work as set forth in applicable state and federal laws related to safe workplaces. It shall be the responsibility of each employee to report any unsafe condition to the Transportation Supervisor. Employees shall also be responsible for complying with all known safety rules and procedures as well as those rules and procedures set forth in this Agreement.

Section 16.2            Bus Headlights

Bus headlights and clearance lamps (CLPS) will be activated when the bus is on the road for all driving.

Section 16.3            Bus Repair (PRE-TRIP) Forms

Employees are required to make pre-trip safety checks according to the approved District pre-trip inspection form. A pre-trip form is to be completed on every bus before it leaves the lot. An inspection form is to be completed, and if there are repairs needed, the bus driver will write out what needs to be done. The driver will keep the original (white copy). The yellow and pink copy will be given to the bus mechanic or filed in the appropriate place.

Section 16.4            Strobe Lights

Strobe lights will be used in inclement weather such as fog, blowing snow, and conditions that hamper visibility. The purpose of the strobe lights is to increase visibility of buses and improve bus safety in inclement weather.

## ARTICLE 17 - GENERAL PROVISIONS

### Section 17.1            Drug Testing

All employees covered by this agreement shall be required to comply with all applicable drug testing rules and procedures. Employees will be paid a minimum of two (2) hours for random drug testing. If testing interferes with a kindergarten run, the driver will be paid for the kindergarten run. An employee required to attend to post accident drug testing will be paid for all hours they are required to attend the testing.

### Section 17.2            Physical Exams

Bus driver physical exams are required by Michigan law on a biannual (or annual basis, if required). Physical exams performed by the Employer's designated physician shall be paid for by the Employer. If an employee chooses to have the exam performed by a physician of their choosing, the Employer's only obligation shall be to pay up to the amount charged by the Employer's designated physician. Physical exams must be performed by a DOT (Department of Transportation) approved doctor.

### Section 17.3            Mileage

Employees who are required to drive their personal automobiles in the course of their employment (i.e. drug testing, out of town training), will be reimbursed mileage at the IRS rate established by the Board of Education and applicable to other District employees.

### Section 17.4            Meetings

All meetings will be posted as mandatory or voluntary. All employees must attend mandatory meetings. All mandatory meetings will be paid a minimum of one (1) hour at the regular hourly rate.

### Section 17.5            License Renewal and Certification

Employees are required maintain their drivers license with all appropriate and required endorsements. Drivers will be reimbursed for the amount over and above the cost of a regular license or a regular license renewal.

### Section 17.6            Break Room

The Employer will provide a break room including reasonable access to a telephone and computer for purposes of school business and rest room facilities.

Section 17.7                      Legal Invalidation

If any provision of this Agreement is determined to be invalid under federal or state law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

The parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

Section 17.8                      Complete Agreement

This Agreement incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. No such oral understandings or practices will be recognized in the future unless committed to in writing and signed by the parties as a supplement to this Agreement.

Section 17.9                      Bus Driver Liability

If a bus driver is named as a defendant in a civil law suit for any matter arising out of the bus driver's employment with the Swan Valley School District where the bus driver was acting within the scope of his/her employment and where the lawsuit has been filed by an individual other than another employee of the District, the matter shall be referred to the Board of Education for consideration of whether the District shall defend the bus driver and provide legal representation. Such consideration shall be made after consideration of whether the bus driver has violated any applicable state, local, or federal statute or regulation and whether the bus driver has violated any District rule, policy or regulation. The District shall not be required to defend or provide legal representation in any case where the civil law suit alleges that the bus driver's conduct amounted to gross negligence and where the District has determined that there is probable cause to believe that the bus driver engaged in gross negligence. If the District determines that it will proceed to provide legal representation, the District shall not be precluded from conducting its own investigation into the conduct of the bus driver and determining whether the bus driver should be disciplined under the rules of the Employer and this Agreement.

**ARTICLE 18 - TERMINATION AND MODIFICATION**

Section 18.1                      Duration

This agreement shall be effective as of July 1, 2019, and shall continue in full force and effect until June 30, 2022. No extension or modification of this Agreement shall be binding unless reduced to writing and signed by the parties.

Section 18.2                      Notification

If either party desires to re-negotiate this Agreement they shall give the other party written notice to that effect no less than sixty (60) days before the expiration date of this Agreement. In any

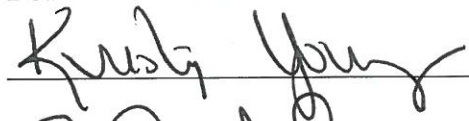

event, this Agreement shall not be extended beyond its expiration date except by written consent of the parties.

Section 18.3                    Emergency Manager


An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 et seq. may reject, modify, or terminate this Agreement as provided in that Act.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers and representatives. This agreement was approved at the Board of Education Meeting on May 16, 2019.

Swan Valley School District  
Board of Education

  
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Swan Valley Bus Drivers  
Group Representative(s)

  
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