

AGREEMENT
BETWEEN THE
FENNVILLE PUBLIC SCHOOLS
BOARD OF EDUCATION
AND THE
FENNVILLE PROFESSIONAL
TRANSPORTATION ASSOCIATION

JULY 1, 2014
THROUGH
JUNE 30, 2017

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**FENNVILLE PUBLIC SCHOOLS
MASTER AGREEMENT
BUS DRIVERS AND MECHANICS
July 1, 2014 – June 30, 2017**

PREAMBLE

This agreement entered into this 1st day of July 2014 between Fennville Public School District of Allegan County, Michigan, herein after referred to as the "Employer" and the Fennville Professional Transportation Association herein after referred to as the "Association".

ARTICLE 1

Purpose and Intent

The general purpose of this agreement is to set forth the wages, hours, working conditions, and other conditions of employment. Both parties agree to abide by the terms and provisions set forth herein for the duration of this agreement.

ARTICLE 2

Recognition

The Employer hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, as amended, for all Full Time and Regular Part Time Bus Drivers and Mechanics; excluding but not limited to all supervisory personnel, substitute bus drivers, custodians, maintenance personnel, all special state and federal program employees, kitchen help, and all other employees of the Employer.

1. **Full Time Bus Driver:** A driver who is regularly scheduled for a full day or less on a permanent basis.
2. **Regular Part Time Driver:** A substitute bus driver who is scheduled to a regular bus run for more than 30 consecutive working days but not on a permanent basis.

ARTICLE 3

Management Rights

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

- 1 To the executive management and the administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment; to establish written personnel and other policies;
- 2 To hire all employees subject to the provisions of law, to determine their qualifications for continued employment, to evaluate, to discharge, discipline, or demote for just cause, and to promote, transfer, and retire all such employees;
- 3 To establish policies, bus schedules, the hours of work, and other duties, responsibilities and assignments of drivers and other employees, terms and conditions of employment not in conflict with this agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and 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.

The Employer reserves the right to hire supervisory and salaried employees at its own discretion and will consider existing employees who apply.

ARTICLE 4

Association Membership

- Section 1** Membership in the Association is not compulsory. Employees who are included in the bargaining unit have the right to join, not join, maintain, or drop their membership in the Association as they see fit. Neither party shall exert any pressure in or discriminate against an employee as regards such matters.
- Section 2** The Association is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association.

ARTICLE 5

Stewards

- Section 1** The employer recognizes the right of the Association membership to elect stewards and alternates from the employee's seniority list. The authority of the steward and the alternate so elected by the Association shall be limited to, and shall not exceed, the duties and activities described in this article with the employer or the designated school representative in accordance with the provisions of this agreement during working hours without loss of pay so long as prior approval is granted by their immediate supervisor.

- Section 2** The steward is authorized to transmit such messages and information, which shall originate with, and are authorized by the Association or its offices, provided such messages and information:
- a. Have been reduced to writing, or,
 - b. Are of a routine nature and do not involve work stoppage, slowdown, or other interference with the employer's business.
- Section 3** The Steward and alternate have no authority to take strike action, or any other action that interrupts the employer's business. The employer recognizes these limitations upon the authority of the steward, and his/her alternate and shall not hold the Association liable for such acts. The employer shall have the authority to impose proper discipline, including discharge, in the event the steward has taken any of the above actions. (i.e. strike, slow down, work stoppage, etc.)
- Section 4** It is recognized that the Association may use school buildings for meetings, providing the proper procedures are followed in the scheduling of these buildings.
- a. During the normal school day, only the building administrator may grant permission.
 - b. Other than the normal school day, only the Community Education Director may grant permission.
- The Association will be responsible for maintenance and supervision at said meetings.
- Section 5** Authorized representatives of the Association shall be permitted to visit the operation of the employer during working hours to talk with stewards of the local Association and/or representatives of the employer concerning matters covered by this agreement, so long as this conference doesn't interfere with the duties of the employee.
- Section 6** Authorized representatives of the Association shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with employee consent. Requests for this information shall be made in writing to the Superintendent's office.

ARTICLE 6

Limitation of Authority and Liability

- Section 1** No employee, Association Member, or other agent of the Association shall be empowered to call or cause any strike, work stoppage, or cessation of employment prohibited under Act 379, P.A. 1965, nor shall the employer provoke a strike action by the Association or its members.
- Section 2** Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article 17 of

this agreement, may be summarily discharged by the employer without liability on the part of the employer or the Association.

ARTICLE 7

Extra Contract Agreements

- Section 1** The employer agrees not to enter into any agreement with another labor organization during the life of this agreement with respect to the employees covered by this agreement; or any agreement or contract with the said employees individually or collectively which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.
- Section 2** The employer agrees to respect the jurisdictional rules of the Association and shall not direct or require its employees, other than the employees in the bargaining unit here involved, except in emergencies, to perform work which is recognized as the work of the employees in said unit.

ARTICLE 8

Probation

- Section 1** The probationary period for new employees is thirty (30) working days, after which time the new employee will acquire seniority. In the event that two or more employees have the same date of hire, seniority shall be determined among such employees by the earliest date of application having the greatest seniority.
- Section 2** An additional thirty (30) working day probationary period shall be granted at the request of the employer. Such request shall be in writing to the Steward prior to the expiration of the original probationary period.

ARTICLE 9

Seniority

- Section 1** Strict seniority shall prevail in the layoff and rehiring of employees within the bargaining unit. In reducing the work force because of lack of work or other cause, the first employees to be laid off shall be the last hired. The last employee laid off shall be the first employee rehired.
- Section 2** The employer shall post a list of employees arranged in order of seniority. This list shall be updated at the beginning of each year.
- Section 3** Seniority shall be broken only by discharge or voluntary quit; or by layoff for a period of time equal to length of employment.

- Section 4** In the event of a layoff, an employee so laid off shall be given one (1) weeks notice of layoff and two (2) weeks notice of recall to work, mailed to his/her last known address by registered mail. In the event the employee fails to make him/herself available for work at the end of said two (2) weeks, he/she shall lose all seniority rights under this agreement. The employer has the right to utilize a temporary employee until the end of this two (2) week period if necessary. It shall be the responsibility of each employee to notify the employer of any change of address.
- Section 5** When a driver is on an approved sick leave of up to one (1) year duration, he/she shall maintain his/her seniority. Upon return from an approved sick leave, he/she shall be returned to his/her pre-leave work schedule.
- Section 6** Vacancies will be filled according to seniority, if all other matters such as ability and qualification are, in the opinion of the employer, equal.

ARTICLE 10

Bidding

- Section 1** At times new "regular" and/or "extra" runs/routes must be established. These runs/routes shall be posted and bid as outlined in Section 2 below. However, only the new run/route will be assigned at the bid meeting for up to a twenty day trial period. (During the trial period, a substitute may be used to fill any vacancy created by this process.)
- If within the twenty day trial period it is determined that the new run/route remain, the bid process would then continue assigning any and all runs/routes vacant as a result of assigning the new one. If on the other hand the new run/routes were to be discontinued, the driver having the discontinued run/route would return to their previous assignment if any.
- Section 2** If for any reason a driver is unable to complete his/her route assignment, the route will be posted as soon as possible with notice to all drivers. A meeting with the supervisor will be held and bids on all open routes shall be received. At the conclusion of the meeting, all route assignments shall be made.
- Section 3** All routes will be bid on a seniority basis at the beginning of each school year. Any changes of these assignments shall be made as per procedure prescribed in Section 2. All regular bus routes and bus assignments will be determined by the Supervisor who may request a conference with drivers to determine the most efficient route. Route times will be established prior to the beginning of school on all regular runs.
- Section 4** Extra Trips shall be posted as soon as possible and whenever Extra Trips are required. Typically, posting of Extra Trips will occur no later than one week prior to the bidding deadline; if an Extra Trip becomes available later than one week prior to the bidding deadline, it will be posted as soon as it

becomes available. Postings for Extra Trips for a given week will be considered complete as of 7:00 a.m. on Friday of the week preceding the trip(s). Bids for posted Extra Trips must be received by noon on Friday of the week preceding the trip and will be assigned prior to 3:00 p.m. the same day. Extra Trips for the following week which become available after 7:00 a.m. on the day of the bidding deadline will be treated as Emergency Trips.

The driver selected to take the Extra Trip will be taken by rotation from the seniority list. Each driver will have the opportunity to either accept or reject the Extra Trip when his/her name comes up according to the seniority list, with the least senior driver required to take the Extra Trip unless a qualified substitute is willing and available.

For the purpose of this clause, time not worked because the employee did not choose to work, will be charged to the employee for the purpose of maintaining the rotation of the seniority list. If a driver finds, after sign up deadline, that he / she cannot take the trip due to an emergency, etc., then the next available "YES " will be asked to take the trip. This will be done so as not to affect the rotation of the seniority list for the next trip.

Three seniority lists will be kept for bidding: One for Extra Trips, one for Kindergarten, Enrichment, and Vocational Runs, and one for Route Openings. All Extra Trips, Routes, etc. will start over at the top of the seniority list at the beginning of each school year or in the event that an Extra Trip makes the entire rotation and a substitute is used.

Drivers with a regularly scheduled After School or Midday Elementary run may not take other driving assignments that interfere or conflict with the drivers assigned run.

Regular Extra Runs, which become available during the school year, are made available by seniority as per Section 2. However, Drivers may only have one "Regular Extra Run" in addition to their regular AM & PM Runs.

In the event a "Regular Extra Run" goes through the entire seniority list without being assigned, it will then be offered again starting at the top of the list with those already having a "Regular Extra Run" allowed to take the job in addition to their current assignments provided scheduling permits.

In the event a "Regular Extra Run" goes through this process and is not assigned, then it may be assigned by the Director of Transportation to a qualified substitute driver.

Section 5 If an Extra Trip interferes with a driver's regular run, the Employer guarantees the driver no loss of income.

When a driver bids on an extra trip and that trip interferes with the regular run, the driver shall receive his/her "run pay" for the first hour of the trip.

Section 6 Routes for the Summer will be posted and bid on a seniority basis. Summer routes and bus assignments will be determined by the Supervisor. Route times will be established prior to the beginning of the Summer routes.

Drivers will bid on Summer routes by seniority. Once a driver is awarded a route for the summer, regardless of the length of the program, he/she may not "bump" into another program once their original assignment is complete.

If for any reason a driver is unable to complete a summer route assignment, the route will be posted as soon as possible with notice to all drivers. A meeting with the supervisor will be held and bids on all open routes shall be received. At the conclusion of the meeting, all route assignments shall be made.

Section 7 Positions, other than bus driving, that open in the Transportation Department will not be subject to the bidding process but will be applied for through formal employee application.

ARTICLE 11

Equipment, Accidents and Reports

Section 1 In establishing operational procedures, the employer shall consider personal safety.

Section 2 When an employee is required by a supervisor to work under a condition which the employee regards a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage, supervisor and/or Safety Officer.

Section 3 An employee who is injured while performing his/her job and is required to leave the job because of such injury and is required to remain off the job by medical authority will be paid for the whole day.

Section 4 The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Section 5 An employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 6 It is the duty of the employee and he/she shall immediately, or at the end of his/her shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the garage, supervisor and/or Safety Officer.

ARTICLE 12

Working Conditions

Section 1 The Employer agrees to furnish all necessary equipment needed for members of the Association to perform their assigned duties. Further, the Employer agrees to keep said equipment in safe operating condition.

Section 2 A Safety Committee shall be composed of Association and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

The Safety Committee shall be composed of the Transportation Supervisor and two (2) bus drivers or mechanics (appointed by the Association) and shall meet in September and January, or when necessary. The Transportation Supervisor shall prepare the agenda with input from members of the Association. The agenda shall be in the hands of members of the Committee at least 72 hours prior to the scheduled meeting. The meeting time and date shall be posted and notes taken. A copy of the notes and agenda will be forwarded to the Superintendent.

Section 3 Drivers are required to keep the interior of buses clean.

Section 4 The employer will supply uniforms for the mechanic. The employer will also supply coveralls for the mechanic to be used during foul weather.

Section 5 The employer shall provide an area in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Association and employer.

Section 6 The school will provide legal counsel to represent any employee as required or needed as a result of acts occurring when and while said employee is in the performance of his/her normal duties and responsibilities provided that it has been determined that the employee has acted within the scope of school and administrative policy.

Section 7 Bus drivers may, at the discretion of the Administration, be assigned to drive school owned or leased vans or passenger automobiles, it is understood that these school vehicles may be used without employing a bus driver when appropriate for groups of fewer than 7 people.

Understanding that a school bus is the preferred form of transportation for the district's children, it is agreed that the district will not use a combination of vans or passenger automobiles to circumvent the use of a school bus for the transportation of students to and from school or school-related events.

Section 8 It is recognized that discipline is important to school bus safety. Principals or other administrative personnel will address issues with parents and students as needed. Administrators may set up a discipline workshop or training for bus drivers as necessary.

Section 9 The Employer shall provide a refresher course, at the District's expense, in the use of safety equipment and emergency first-aid.

Section 10 The parties agree that the purpose of evaluation is to maintain and/or improve the effectiveness of the employee. Copies of the evaluation sheet are available from the Transportation Supervisor.

ARTICLE 13

Compensation

Section 1 Attached hereto, and marked "Schedules", are schedules showing the classifications and wage rates of the employees covered by this agreement. It is mutually agreed that said schedules and the contents thereof shall constitute a part of this agreement.

Section 2 The employer shall provide for bi – weekly pay periods. Each employee shall be provided, upon request, with an itemized statement of his/her earnings and all deductions made for any purpose. Any confirmed errors in an employee's pay will be corrected as soon as possible when reported, and in any event by the following pay date.

Section 3 Routes and runs are defined as follows:

Regular Route:	Regular morning and afternoon runs that require the use of a school bus for the transportation of students on a regular basis.
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Regular Extra Run: Midday Elementary, After School, Vocational, and similar runs that require the use of a school bus for the transportation of students on a regular basis.

Extra Trips: Sports Events, Classroom Field Trips, etc. that require the use of a school bus for the transportation of students on an occasional basis.

Section 4 The maximum regular work week for daily runs is established as Monday through Friday. A regular work week may be shorter but not greater than five (5) days.

Section 5 Time and one – half (1 ½) will be paid for all work in excess of forty hours in an established work week. Time not worked but compensated for (sick leave, etc.) shall not be considered as time worked when computing overtime.

Section 6 Drivers shall be notified as soon as possible that school is not in session due to Acts of God (weather, health, etc.). If a driver has already reported for work, and if school is cancelled less than ten minutes prior to a driver's regularly scheduled departure time, they shall be paid one (1) hour of pay. This provision only applies if the cancellation does not result in the driver receiving compensation under the provisions of Section 16 of this article.

Section 7 Expenses incurred for the sole benefit of the driver shall be paid for by the driver.

Section 8 The salary schedule is included as Appendix A, Schedule A. Drivers will be paid by the run or by the hour depending upon what work is performed. For retirement purposes, drivers shall be credited with 2 hours service credit for each Regular, Midday, or After School Run that they complete.

Section 9 Drivers will be granted a minimum of two (2) hours call-in time when extra trips are cancelled less than three (3) hours prior to the scheduled departure time. Notice of cancellation of the trip shall be given to the driver by the Director of Transportation or his/her designee.

Section 10 When a bus breaks down because of mechanical failure, after the first thirty (30) minute period after the call, the driver shall be paid the hourly trip rate for all time starting with the time of the call.

Section 11 Admission tickets will be provided to drivers for out-of-district school events for which they transport students. A meal allowance for taking an Extra Trip of 5 consecutive hours or more shall be paid at a rate of \$10.00 per trip. A signed request statement is required.

Section 12 Drivers required to attend hearings/court appearances on behalf of the school district will be reimbursed at his/her hourly rate of pay. Drivers will also be reimbursed for their travel to and from court at the existing mileage rate.

A driver who is called to jury duty will be reimbursed as if he/she had worked his/her scheduled shift, upon providing the District with proof of appearance. Any stipend paid by the court for appearing for jury duty is to be reimbursed to the District immediately upon receipt. Leave for jury duty is awarded only for the reasonable time that the employee is needed, which may include partial or whole day. Drivers are expected to return to work in a reasonable time after jury duty obligations have concluded.

Section 13 The district will pay the cost difference between a regular driver's license and any other State endorsement, upon renewal, necessary to drive a school bus. At the present time, this includes a Commercial Driver's License (CDL).

Section 14 The school district requires all school bus drivers to receive an annual physical examination meeting the requirements of Act 187 of the Public Acts of 1990 administered by the physician of the District's choosing. The district will pay the full cost of that. In addition, the district will pay at the extra trip rate for the time a driver invests in meeting this requirement (travel to the appointment, the appointment, and travel back).

Section 15 Bus Drivers & Mechanics who have the following number of years of unbroken service with the district will receive an annual longevity allowance as follows.

<u>Years of Service</u>	
2 or more	\$300
5 or more	\$400
10 or more	\$500
15 or more	\$650
20 or more	\$800
25 or more	\$1,000

- A. Longevity payments will be made two (2) times a year according to the following schedule:
1. When an employee reaches his/her longevity anniversary date of unbroken service between January 1 and June 30, payment will be made on the second payday in June.
 2. When an employee reaches his/her longevity anniversary date of unbroken service between July 1 and December 30 payment will be made on the first pay in December.
- B. If longevity pay is due to an employee and he/she retires, quits, dies, etc., longevity pay will be paid to the employee or his/her family.

Section 16 Those employees who are scheduled to work only on the required student attendance days shall be compensated for days so worked. However, bus drivers will be compensated their regular runs/hours for the first two (2) inclement weather days occurring during the regular school year.

On days students are not in attendance due to inclement weather the Mechanic shall be required to report for work. They may work an altered schedule to insure eight hours of pay upon arrival. If the Superintendent or designee does not require them to report, regular pay will be received. If they are unable to report due to inclement weather when attendance is required, they may be granted the option of the use of a vacation day or sick leave day.

In the event that the employee was issued a directive to remain off of work from a medical doctor prior to the "calling" of the inclement weather day, such time shall be deducted from her/her sick leave and not counted as inclement weather days.

Section 17 Tornado watches will be handled as per Board Policy. If drivers are called in early or held over for any reason, they will be paid at the extra trip rate for such time.

Section 18 When an employee is required by the employer to furnish his/her own transportation to and from a job location, he/she shall receive a mileage allowance, the rate of which is established by board policy, or will be furnished transportation by the school district. From home to the job is not considered part of this section.

Section 19 For any school or in-service training assigned by the administration, the employee will receive one and a half times straight-time pay if the school or in-service training is held on a Saturday, Sunday, or Holiday. If the training is held on a weekday, the employee will receive normal straight time pay.

Section 20 The cost of tuition and expenses for conferences and workshops will be paid by the district. The Superintendent or his/her designee will choose courses and the personnel to attend.

Section 21 An Employee, when assigned to work in a higher classification shall receive the higher rate of pay for those hours so worked in the higher pay classification. When an employee is assigned work in a lower classification during the workday he/she shall not suffer a reduction in pay.

Section 22 Upon completion of their thirty (30) working day probationary period new transportation personnel will be provided with a District Jacket at no cost. The district will purchase jackets for all transportation personnel only once in every 5 year period. Those employed at the time of those purchase

dates shall receive a jacket at no cost and will have those jackets replaced every 5 years thereafter.

Annually (every fall) transportation personnel will have \$50.00 credit to apply to any item(s) they wish to purchase from the "Black Hawk Store".

Section 23 No more than once each year the district will pay \$150.00 to the mechanic for the purchase of work/safety shoes. Payment will be made upon presentation of a receipt to the Business Office.

Section 24 Drivers who volunteer to wash the outsides of buses when requested by the Supervisor shall receive one (1) hour's pay per bus at the extra trip rate.

ARTICLE 14

Insurance

Section 1 Full-time bus drivers may, at the expense of the individual driver, and if eligible to participate in the Employer's group health insurance program, institute a payroll deduction authorization for the deduction of such premiums during the school year. The driver who desires to continue coverage through the summer months shall make arrangements with the payroll clerk for deductions during that period or shall pay such premiums to the Employer according to the premium payment schedule for the school district. The employer will pay \$100 per month toward participation in the Employer's group health insurance program for all drivers who choose to participate in the Employer selected health insurance program.

Section 2 All bus drivers shall be provided with \$18,000 Term Life Insurance with the carrier to be selected by the Board.

Section 3 Full-time drivers will be provided with single-subscriber vision insurance, with plan form and co-pay to match that of administrative employees. Full-time drivers may, at their own expense, purchase additional vision insurance coverage for their spouse and dependent children through the Employer's vision insurance plan.

Section 4 The Mechanic will receive medical insurance benefits that are comparable to or exceed the benefits provided to the administrative staff. This insurance shall include health, vision, and dental. Health insurance co-pay will be set in accordance with the provisions of Public Act 152 (2011). Vision and dental insurance co-pay will match that of administrative employees.

Section 5 The Employer shall maintain insurance benefits for the mechanic while the employee is receiving Worker's Compensation from the school, up to a maximum of one year.

ARTICLE 15

Leaves

Section 1 All full-time employees shall be credited one sick leave day per month provided ten (10) working days are scheduled in that month for the month to count for sick leave credit purposes. There shall be a maximum of ten (10) sick days credited in any calendar year. Starting with the 1993-1994 contract year, drivers who successfully bid on extended school year driving assignments may accumulate one (1) additional day of sick leave per year.

Section 2 Any unused portion of the sick leave shall accumulate to a maximum of ninety (90) days for bus drivers.

In June of each year, the bus drivers and mechanic shall be paid \$200.00 if they did not miss any workdays except those due to school-related activities, bereavement, or the paid personal day during the previous 12 months (June through May); or they shall be paid \$100.00 if they missed only one day; or \$50.00, if they missed only two days.

Transportation personnel (drivers and mechanic) will be paid in June, eight dollars (\$8.00) for every sick day exceeding 70 and capped at 80. It is agreed that personal business days will not be counted against this provision.

Section 3 Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

- a) Personal illness. (1/3 day minimum when taken ill on the job).
- b) Absence from work due to exposure to a contagious disease.
- c) Medical treatment or dental extraction (in not less than 1/3 day increments)
- d) Up to three (3) days per year may be used for illness or injury to a member of the immediate family.

Spouse	Brother	Stepfather
Daughter	Mother-in-Law	Stepmother
Son	Step-son	Step-daughter
Father	Father-in Law	Grandparent
Mother	Grandchild	Sister

Section 4 Sick leave may not be granted in anticipation of future service. Recognized holidays falling within a sick leave period shall not be counted as sick days.

Section 5 A medical certificate may be required in the absence of evidence of an employee's illness or injury that prevented his/her attendance at work for a period of five (5) or more consecutive days.

Section 6 For the loss of time because of an injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full work week (5 days) after each incident without drawing from sick leave. This shall apply to an initial injury only, and shall not be allowed on reoccurrence of previous injuries unless validated by the school physician. The school district will pay the physician's charges.

Section 7 An employee, who has been previously absent due to illness, will not be authorized to return to work unless proper advanced notification is given. Such notification of the employees' intent to return to work must be to the Supervisor before the end of the employees regular shift of the day before return is anticipated unless prior arrangements have been made with the Supervisor.

Section 8 A regular employee who suffers injury, after the first (1st) week compensable under the Workers Compensation Act may be paid the difference between his/her regular wages and payment received under the provisions of the Act, to be deducted from accumulated sick leave.

When sick leave credits are exhausted, the employee will remain on Workers Compensation until its benefits are exhausted. Employees, if requested, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he/she is physically able to perform work available before his/her return to active work.

Employees, upon retirement, will be paid Twenty (20) dollars per day for the unused portion of their accumulated sick leave up to a maximum of 90 days.

Section 9 Employees eligible for leave time under the provisions of the Family and Medical Leave Act ("FMLA") and its implementing regulations shall be granted such leave, to the extent required by the FMLA, for the purpose(s) and subject to the terms and conditions of the FMLA and its regulations. Any leave which is otherwise available under the provisions of this Agreement (e.g. paid sick leave, etc.) for the same purpose(s) for which leave is required to be provided under the FMLA shall be used concurrently with the FMLA leave and shall be credited toward fulfilling the employee's leave entitlement under the FMLA. For example, if the employee qualifies for both paid sick leave and FMLA leave, the paid sick leave shall be used as part of the FMLA leave. If the employee qualifies for FMLA leave, but not paid sick leave, then and in such event the FMLA leave shall be unpaid. FMLA leave time eligibility shall be applied on a "rolling" 12 month basis (i.e. up to 12 weeks in any 12 month period, etc.).

Section 10 In the event of death in the immediate family an employee will be paid his/her regular daily rate for up to three (3) days for time lost from work in order to make arrangements or to attend the funeral. There shall be no

funeral pay for Saturday, Sunday, holidays, or vacations should a funeral occur during any of these days.

The employee's immediate family shall be:

Spouse	Brother	Stepfather
Daughter	Mother-in-law	Stepmother
Son	Father-in-law	Sister
Father	Grandparents	Stepson
Mother	Grandchildren	Stepdaughter

Such unused days in any year shall not be cumulative. Employees shall furnish the school, upon request, with proper proof of such relationship and the taking of such time and pay under false representation shall be considered cause for dismissal.

Section 11 An employee who for any reason is unable to report to work shall notify the Supervisor of such condition not later than one (1) hour before the start of his/her regularly scheduled duties, except at the discretion of the Supervisor in cases of emergency.

Section 12 Any full time employee desiring a leave of absence from his/her employment shall secure written permission from the employer. Leave of absence of short duration without pay may be granted subject to the availability of an adequate replacement. Any such request will be in writing and submitted at least five (5) days prior to the date of anticipated absence. The supervisor may waive the five (5) day requirement in cases of emergency.

Full time employees shall be allowed a leave of absence equal to their accumulated sick days subject to the availability of an adequate replacement.

Section 13 The employer agrees to grant time off limited to three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay to an employee to attend a labor convention or serve in any capacity on other official Association business, provided that one week written notice is given to the employer by the Association, specifying length of time off for Association activities. The Association guarantees that there shall be no disruption of the employer's operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

Section 14 Employees shall receive credit for two (2) personal business days on the first day of the school fiscal year. Employees starting in the second six months, (January 1 – June 30) shall receive a proration of one (1) personal business day. Personal business is defined as domestic, financial or legal business that cannot be done outside of working hours. It is understood that personal business days may not be used for social, leisure, or recreational purposes or in conjunction with a holiday, vacation

or recess period. (Emergency personal business days may be granted by the Superintendent, depending upon the need and the attendance record of the employee.) Personal days shall not be cumulative.

Section 15 Medical disability leaves shall be granted for a period of up to one (1) year upon the same provisions of Article XV, Section 1. Such leaves of absence shall be without pay, fringe benefits or accrual of vacations or sick leave. The Employer upon written request by the Employee may extend medical disability.

Section 16 At the beginning of the school year, the business office will provide individual employees with their sick leave accumulation upon request.

Section 17 VACATION SCHEDULE **Mechanic**

One year of service _____	10 days
After six years of service _____	15 days
After twelve years of service _____	16 days
After thirteen years of service _____	17 days
After fourteen years of service _____	18 days
After fifteen years of service _____	19 days
After sixteen years of service _____	20 days
After eighteen years of service _____	22 days

Vacation days will be credited to the employee's balance on July 1 of each year. Unused vacation days from any year may be credited to the following year, except that the total number of vacation days at the start of any year (including the new allocation) may not exceed thirty (30) days. This limit provision will not go into effect until July 1, 2015. Employees shall be permitted a minimum of one (1) vacation day at a time.

Employees who lose time due to on-the-job disability up to a maximum of two (2) years shall receive their vacation as though the time had been worked.

Vacations will not be taken the first week after school is dismissed in June, or the last two weeks in August.

If a vacation is to last five (5) days or more, a request will be made, in writing, to the supervisor, at least one (1) week in advance.

ARTICLE 16

Employee Conduct, Discipline, and Discharge

The safe, orderly and efficient operation of the school district requires that employees maintain discipline and proper personal standards of conduct at all times. The employer shall have just cause for disciplining, up to and including discharge of any employee of this bargaining unit.

The intent and purpose of this article is to provide for progressive disciplinary action. Disciplinary action may be imposed upon an employee for failure to fulfill the Employees' job responsibilities or for improper conduct, while on the job, except that nothing in this article shall prevent the employer from taking immediate and appropriate disciplinary action should it be required by the circumstances with proper written notice thereof to the Association at the time such action is taken.

In any case, where disciplinary action is necessary, the following procedure shall be followed. However, nothing shall preclude the employer from deviating from the procedural steps listed below depending on the severity of the offense and the **cumulative record of the employee.**

Procedural Steps

- 1 Verbal Reprimand (will include written record of reprimand)
- 2 Written Warning
- 3 Suspension Without Pay
- 4 Removal or Discharge

This provision is not intended to prohibit the employer from disciplining an employee at an advanced step, if the infraction is of a serious enough nature and warrants such discipline.

Employee Conduct, Discipline, and Discharge Continued

The following represents three classifications of misconduct and the examples of possible disciplinary action that could be expected from each. This is not intended to be all inclusive but rather serves as a frame work to provide a basic understanding between the parties. Nothing shall preclude the employer from deviating from the procedural steps listed below depending on the severity of the offense, the details of the individual circumstances, and the cumulative record of the employee.

Classifications of Misconduct

Minor Offense
Intermediate Offense
Major Offense

Minor Offenses Include but are not limited to:

(Offense in this area shall count against employee for a period of 12 months)

- 1 Habitual tardiness for the start of assigned duties.
(Habitual shall be interpreted to mean two (2) instances within 60 days)
- 2 Unapproved Absence.
- 3 Absence without proper advance notification (1 hour minimum).
- 4 Use of profanity or obscene gestures directed at and in the immediate presence of fellow employees or the public who are intimidated / offended by such.
- 5 Quarreling.

- 1st Offense - Verbal Reprimand (will include written record of reprimand)
- 2nd Offense - Written Warning
- 3rd Offense - Suspension Without Pay (Length determined by detail of offense)
- 4th Offense - Removal or Discharge

Intermediate Offenses include but are not limited to:

(Offense in this area shall count against employee for a period of 18 months)

- 1 Injurious or dangerous pranks.
- 2 Physically fighting on district property or during work hours regardless of location.
- 3 Making vicious or malicious statements regarding the district, fellow employees, or administrators.
- 4 Willful disregard of established policies / procedures.
- 5 Disobedience of a directive from a supervisor or administrator or any other act of insubordination.

- 1st Offense - Written Warning
- 2nd Offense - Suspension Without Pay (Length determined by detail of offense)
- 3rd Offense - Removal or Discharge

Major Offenses include but are not limited to:

- 1 Accumulation of 6 or more points on employees driving record where the employees job requires the transportation of students at any time.
- 2 Reporting for work while under the influence of illegal drugs, alcohol, or hallucinogens.
- 3 Possession, use, sale, or delivery of illegal drugs.
- 4 Knowingly falsifying any time keeping records and/or providing false or misleading information to anyone whose responsibility it is to make or keep such records.
- 5 Leaving a student on a bus during or after the completion of any run, route, trip, etc. where the driver is responsible to ensure the bus is empty.
- 6 Unprofessional conduct as determined by district policies and procedures.

- 1st Offense - Immediate Discharge

ARTICLE 17

Grievance Procedure

Section 1 It is mutually agreed that all grievances shall be settled in accordance with the procedure herein provided. A grievance shall be defined as a charge of violation, misinterpretation, or misapplication of the expressed terms of this agreement.

Section 2 For the purpose of this article, "days" shall mean calendar days, exclusive of Saturday, Sunday, and legal holidays.

Section 3 Procedures:

(Step 1) A grievance shall exist when a request by an employee has been rejected or not acted upon by the employee's supervisor. (this employee and the supervisor should attempt to settle issues as they arise on an informal basis.) If not resolved:

(Step 2) The employee must reduce the grievance to writing on a standard grievance form within three (3) days of the alleged grievance and deliver same to his/her supervisor. The written grievance shall contain the following items:

- A. Name of grievant
- B. Date grievance occurred
- C. The specific contract section(s) violated
- D. Facts of the grievance
- E. Relief requested
- F. Signature of grievant and appropriate steward

Within two (2) days of the receipt of the written grievance, the Supervisor shall have a conference with the aggrieved and the steward. It is the supervisors responsibility to attempt to set a mutually satisfactory time and place for said meeting. Within two (2) days after this meeting, the supervisor shall state his/her decision in writing and furnish a copy thereof to the employee and the steward.

(Step 3) If the Association is not satisfied with the disposition of the grievance by the Supervisor, or if no decision is rendered within the time provided in Step 2, the aggrieved and steward may appeal in writing to the Superintendent of Schools within two (2) days after receiving the decision in Step 2.

- (a) Within two (2) days of the receipt of the written grievance, the Superintendent or his/her designee shall have a conference with the aggrieved and the steward. It is the Superintendent's responsibility to attempt to set a mutually satisfactory time and place for said meeting.
- (b) The Superintendent shall state his/her decision in writing within five (5) days and furnish a copy to the grievant and steward.

NOTE: The Superintendent may request that the Board of Education be his/her designee in Step 23.

(Step 4) If the Association is not satisfied with the disposition of the grievance by the Superintendent or the Board of Education, or if no decision is rendered within the time provided in Step 3, the Association may, within ten (10) days submit the matter to mediation.

(Step 5) If satisfactory agreement is not reached through mediation, the Association may, within ten (10) days of closure of the mediation process, submit the matter to arbitration.

Prior to submitting the matter to arbitration, the Association shall so inform the Superintendent of Schools, in writing, of the Association's intention.

The Board's representative and the Association shall mutually select the arbitrator within ten (10) days of the arbitration request. If the parties cannot agree to the arbitrator, the American Arbitration Association in accordance with its rules shall select him/her. The only evidence or arguments which may be presented at the arbitration hearing are those which were used in the previous steps of this grievance procedure and to which written reference has been made.

The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his/her decision to the particular case submitted to him/her. Both parties agree to be bound by the award of the arbitrator.

Section 4 All grievances, disputes, or other matters which may be processed under any State or Federal regulation or statute shall not be subject matter of the grievance procedure herein established. Any determination or action taken under any such State or Federal regulation or law shall be binding to the extent required by such regulation or law.

On agreement between the Board of Education and the Association, hearing upon a grievance may be commenced at any step, and any time limit with the grievance procedure may be extended by mutual agreement.

An employee or the Board has the right to be represented at any step in the grievance procedure by an attorney or representative of their choice.

Any disposition of an appeal that is not issued within time limits specified shall result in a forfeiture of the grievance.

It is the intention of both parties hereto that the procedure set forth herein shall serve as a peaceful means for settlement of any dispute which may arise between them. Therefore, the Association and its members, individually and collectively, agree that during the term of this agreement there shall be no strikes, stoppage of work, slow down, or sit down, and the employer agrees that it will not institute any lock out during the duration of this agreement.

It is specifically understood and agreed that the employer for the duration of a strike, work stoppage, slow down, or sit down shall have the sole and

complete right of discipline, including discharge. Any violations of **Section 4** are not subject to the provisions of **Article 17**.

ARTICLE 18

Continuing Contract Revisions

- Section 1** The Board and the Association mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in an amendment hereto.
- Section 2** Should a discussion of the parties result in a mutually acceptable amendment to the Agreement, then the proposed amendment shall be subject to ratification by the Board and the Association.

ARTICLE 19

Separability and Savings Clause

- Section 1** In the event that any court of competent jurisdiction shall at any time declare any provision of this Agreement invalid, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.
- Section 2** In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.
- Section 3** An emergency manager appointed under Act 436 of 2012 (the Local Financial Stability and Choice Act), which superseded Act 4 of 2011 (the Local Government and School District Fiscal Accountability Act), shall be allowed to reject, modify, or terminate this Agreement as provided in said Act.

ARTICLE 20

Duration of Agreement

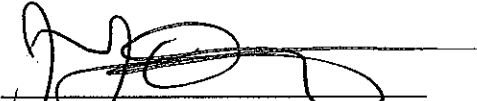
- Section 1** This Agreement shall be in effect from July 1, 2014 to June 30, 2017.

In witness whereof, the parties hereto have hereunto set their hands the day and year as above written.

For the Fennville Professional
Transportation Association:

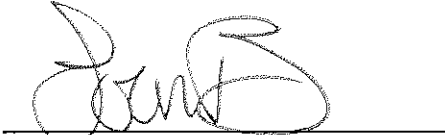


Association Representative



Association Representative

For the Fennville Public Schools:



President, Board of Education



Vice-President, Board of Education

Appendix A

WAGE SCHEDULES

Bus Driver	2014-15	2015-16	2016-17
Probationary (Per Run)	\$23.40	\$23.40	\$23.40
<u>2 Hours Service Credit</u>			
Regular Route (Per Run)	\$28.75	\$28.75	\$29.00
<u>2 Hours Service Credit</u>			
After School (Per Run)	\$28.75	\$28.75	\$29.00
<u>2 Hours Service Credit</u>			
Midday Elementary (Per Run)	\$28.50	\$28.50	\$28.50
<u>2 Hours Service Credit</u>			
Extra Trip (Per Hour)	\$12.25	\$12.50	\$12.75
VoTech (Per Hour)	\$12.25	\$12.50	\$12.75
Run miles over 25 Miles	.47 (per mile over)	.47 (per mile over)	.47 (per mile over)

Lead Mechanic (Hourly)	2014-15	2015-16	2016-17
Probationary	\$14.93	\$14.93	\$14.93
Base	\$16.73	\$16.73	\$16.73
Second Year*	\$20.80	\$20.80	\$21.00

*Second year rate begins with the anniversary of the employee's hire.

APPENDIX B

SCHEDULE B - Holidays

Bus Drivers

- 1 Labor Day
- 2 Memorial Day
- 3 Thanksgiving Day
- 4 Day After Thanksgiving
- 5 New Years Eve
- 6 New Years Day
- 7 Christmas Eve
- 8 Christmas Day
- 9 Independence Day
(If working during the summer)

Mechanic

- 1 Labor Day
- 2 Memorial Day
- 3 Thanksgiving Day
- 4 Day After Thanksgiving
- 5 New Years Eve
- 6 New Years Day
- 7 Christmas Eve
- 8 Christmas Day
- 9 Independence Day
- 10 Good Friday
(Same schedule as Teachers calendar)

In order to be paid for a holiday, an employee must be in attendance one full day before and one full day after said holiday, unless on an approved absence.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

The following memorandum reflects an understanding between the two parties.

C-1 Posting of Extra Trips

The Association and the Employer acknowledge and agree that on any given day a situation may arise where the Employer will have reasonable cause to deviate from using **ARTICLE 10, SECTION 4**, of the Collective Bargaining Agreement in making assignments of trips and runs which become available for extra work by bus drivers. Such situations are those which arise suddenly and for which a driver must be promptly secured. It is not intended that these situations become routine and recurrent as to any particular run or trip. Where there is sufficient time, the procedure of **ARTICLE 10, SECTION 4**, should be used in the assignment of runs and trips, which become available for extra work by bus drivers. In those situations where the employer deviates from the provisions of **ARTICLE 10, SECTION 4** of the Collective Bargaining Agreement, the Employer will notify the Association within 24 hours from the time of the deviation. If possible, an Association Representative will be notified prior to the deviation. The Association reserves the right to grieve any such deviation from the provisions of **ARTICLE 10, SECTION 4**, of the Collective Bargaining Agreement which is believed to be without reasonable cause.