

**Bedford Public Schools  
Transportation  
Association**

**and**

**Bedford Public Schools**

**Master Agreement**

**2010-2012**

**Transportation Master Agreement 2010-2012  
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## **AGREEMENT**

This Agreement made and entered into this first day of July 2010, by and between Bedford Public Schools and dated at Temperance, Michigan, party of the first part and hereinafter termed the "Employer" or "District", and Bedford Transportation Association (Michigan Education Association/National Education Association), hereinafter called the "Union".

**WHEREAS**, both parties are desirous of preventing strikes and lockouts and other cessation of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the employer, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the employer and his employees; and of promoting and improving economic relations between the parties.

### **ARTICLE ONE (1) - BOARD'S RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the school District, hereby retains and reserves unto itself, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws of the state, the constitution of the State of Michigan and/or include, by way of illustration and not by way of limitation, the rights to:
1. Manage and control its business, its equipment, and its operations and direct the working forces and affairs of the entire school system within the boundaries of the school District of Bedford;
  2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing;
  3. Direct the working force, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees;
  4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods, and processes of carrying on the work;
  5. Determine the qualifications of employees;
  6. Adopt rules and regulations;
  7. Determine the location or relocation of its facilities, including the establishment or relocation's of new schools, buildings, departments, division or sub-divisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;
  8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
  9. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
- B. It is further recognized that the Board, in meeting such responsibility and exercising its powers and rights, acts through its administrative staff.

- C. The listing of specific management rights in this agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.
- D. The Board shall continue to have the exclusive right to establish, modify, or change any conditions except those covered by provision of this Master Agreement.

## **ARTICLE TWO (2) - RECOGNITION - AGENCY SHOP AND DUES**

The employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the employer of those classifications listed in this Agreement.

- A. Pursuant to, and in accordance with, all applicable provisions of Act 336 of the Public Acts of 1947, known as the "Hutchinson Act, as amended, the employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all regularly employed bus drivers and bus assistants, including those on probation.
- B. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
- C. Membership in the Union is separate, apart, and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required to, under this Agreement, represent all the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and are not only for members in the Union, and this Agreement has been executed by the employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pays his/her own way and assumes his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.
- D. In accordance with the policy set forth under paragraphs (A) and (B) of this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees such payment shall commence thirty-one (31) days following the effective date or on the date of the execution of this Agreement, whichever is the later. For new employees, the payment shall start thirty-one (31) days following the date of employment.
- E. If any provision of this Article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

- F. The employer agrees to deduct from the pay of an employee all dues and agency shop fees of Michigan Education Association/National Education Association and its Bedford Transportation affiliate. The Michigan Education Association/National Education Association portion of the dues and fees shall be forwarded to the Michigan Education Association/National Education Association, and the local affiliate treasurer. The Union shall present to the employer authorizations signed by such employees allowing such deductions and payments to be made.
- G. The Union will protect and save harmless the Board, each individual School Board member, and its agents from any or all claims, demands, suits, and other forms of liability including back pay, unemployment attorney costs, and all court ordered administrative agency costs, by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with this Article.

### **ARTICLE THREE (3) – PROGRESSIVE DISCIPLINE**

- A. Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee within five (5) working days. The employee, at his/her option, may notify the Union. Among the causes which may be deemed sufficient for dismissal, suspension, or other disciplinary action are the following:
  - 1. Unauthorized or excessive absence from work;
  - 2. Commitment or conviction of any criminal act;
  - 3. Conduct unbecoming any employee in the public service;
  - 4. Disorderly or immoral conduct;
  - 5. Incapacity due to mental or physical disability;
  - 6. Incompetency or inefficiency;
  - 7. Insubordination;
  - 8. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating beverage in any degree whatsoever;
  - 9. Neglect of duty;
  - 10. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment;
  - 11. Violation of any lawful regulation or order made by a supervisor;
  - 12. Willful violation of any provisions of this contract;
  - 13. Deliberate falsification of records and reports;
  - 14. Conviction of a traffic violation while driving a bus;
  - 15. Failure to pass state or federally mandated drug and alcohol tests;
  - 16. Violation of the District's smoking policy; or
  - 17. Failure to maintain accurate and up-to-date route cards and student list.
  - 18. Failure to post "empty" sign at the end of runs.
- B. All dismissals and suspensions shall be without pay. No suspension shall be effective for a period of more than ten (10) working days without prior approval of the Director of Human Resources and Labor Relations.

- C. An employee may be dismissed, suspended, or disciplined pending investigation and discussion, and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, except where an arbitrator determines that a lesser award is appropriate, including litigation of damages.
- D. If the dismissal or suspension is sustained under the procedures outlined in the grievance procedure, the employee shall be deemed dismissed as of the date of dismissal or suspension.
- E. Any suspended employee shall leave the premises and shall remain away until such dismissal or suspension is lifted or cleared.
- F. In any case of dismissal, suspension, or disciplinary action, the employee, if he/she so desires, may request an investigation. This request must be written and presented within five (5) working days from the date of dismissal, suspension, or disciplinary action. Appeal from discharge or suspension must be heard within five (5) working days and a decision reached within fifteen (15) working days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) working days, the case shall then be taken up as provided in the grievance procedure.
- G. Letters of reprimand shall not be placed in the individual employee's files before a hearing attended by the employee and supervisor. A Union representative may be present if requested by the employee.
- H. The Director of Transportation, where needed, will discuss absences with an absent employee and will make a determination as to whether the absence is for reasonable cause. After five (5) unexcused absences in one (1) school year, the employee may be required to submit medical evidence to support any claim of illness. After eight (8) unexcused absences in one (1) school year, the employee will be considered as having excessive absenteeism and will be subject to disciplinary action up to and including discharge. Progressive discipline will be used regarding unexcused absences (verbal warning, written warning, three (3) days off without pay, one (1) week off without pay, four (4) weeks off without pay, and discharge). Attendance records will begin at the start of each school year. If an employee has been on progressive discipline for attendance issues and there are no additional attendance issues for one year from the date of the last attendance discipline, the discipline record for attendance will be expunged from their official personnel file.
- I. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, compensation, and discharges. Any such discipline, including adverse evaluation of bargaining unit member performance, shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than at the time discipline is imposed.
- J. Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which time the bargaining unit member had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be

given to the bargaining unit member and the Union. Any complaint not called to the attention of the bargaining unit member within five (5) working days after management is aware of such complaint, may not be used in any disciplinary action against the bargaining unit member.

- K. A bargaining unit member shall be entitled to have an elected Union representative present during any meeting which will or may lead to disciplinary action by the employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility.
- L. Both parties to this Agreement recognize that communication is critical to good employer/employee relations and an efficient work place. Therefore it is agreed that all employees will be given a Letter for an Employee Conference prior to formal discipline, except in the case of serious misconduct. It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members:
  - 1. Letter for an Employee Conference
  - 2. Verbal (in written form);
  - 3. Written warning by an appropriate administrator;
  - 4. Written reprimand by an appropriate administrator;
  - 5. Suspension with pay pending a "just cause" hearing (in cases where such a hearing is necessary);
  - 6. Suspension without pay;
  - 7. Dismissal.

The parties recognize that some infractions may be so serious as to warrant skipping one or more steps in the process.

- M. The District agrees to adhere to and follow state law and policies as prescribed in the Bullard Plawecki Employee Right to Know Act.
- N. All adverse material including complaints, letters of reprimand, and evaluations, shall be removed from the personnel file 3 years after their issuance.
- O. In the absence of the supervisor, bargaining unit members shall not be made responsible for the administration or supervision of the transportation program.

#### **ARTICLE FOUR (4) - GRIEVANCE PROCEDURE**

- A. Definitions:
  - 1. A "grievance" is an alleged violation of the specific and express terms of this Agreement.
  - 2. For the purpose of processing grievances, working days shall be defined as Monday through Friday, or any day, in which the employee is scheduled to work, excluding all paid holidays.

3. The term "grievance" as defined above shall not apply to:
  - a. The termination of services of, or failure to re-employ, any probationary employee; or
  - b. Any matter for which there is recourse under state or federal statutes.
4. The time elements in the steps may be shortened, extended, or waived upon written mutual agreement between the parties. If the District fails to meet the time elements, the grievance will be considered denied and shall be automatically appealed to the next level of the grievance procedure.
5. Any employee or Association grievance which is not presented for disposition through the grievance procedure within ten (10) working days of the occurrence of the conditions giving rise to the grievance, or within ten (10) working days of the date that the employee or the Association, as the case may be, first became aware of the conditions giving rise to the grievance, unless the circumstances have made it impossible for the employee or the Association, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not thereafter be considered a grievance under this Agreement.
6. Any grievance which is not appealed within the specified time limits set forth in that step level of the grievance procedure shall be considered to be settled on the basis of the decision rendered at the previous step level of the grievance procedure. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the Association may appeal same to the next level in the grievance procedure.

B. Written grievances, as required herein, shall contain the following:

1. It shall be signed by the grievant(s), except an Association grievance shall be signed by the Association representative.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the Article, Section, or Subsections of this Agreement alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

C. Level One (1)

An employee alleging a violation of the express provisions of this Agreement shall, within ten (10) working days of its alleged occurrence, orally discuss the grievance with the Director of Transportation in an attempt to resolve same. If no resolution is obtained within three (3) working days of the discussion, the employee shall reduce the grievance to writing to present to the Director of Transportation and proceed within five (5) working days of said discussion to Level Two of the grievance procedure.

D. Level Two (2)

A copy of the written grievance shall be filed with the Director of Human Resources and Labor Relations or his/her designee, as specified in Level One. Within ten (10) working days of receipt of the grievance, the Director of Human Resources and Labor Relations



or his/her designee shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of the meeting, the Director of Human Resources and Labor Relations shall render his/her decision in writing, transmitting a copy of the same to the grievant and the Association representative. If no decision is rendered within such time period, the grievance shall be considered as denied.

E. Level Three (3)

If the grievance is not settled at Level Two, either party may request the services of a mediator from the Michigan Employment Relations Commission within the ten (10) working days of the date an answer was due in Level Two. Mediation shall not exceed twenty (20) working days from the date of the first mediation session.

F. Level Four (4)

If the grievance is still unsettled, the Association may, within thirty (30) working days after Level Three is completed, and by written notice to the other party, request arbitration.

1. A request for a list of arbitrators will be made to the American Arbitration Association by the Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be final and binding on the employee, Association, and employer. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall be responsible for the expenses of witnesses that they may call.

2. It shall be the function of the arbitrator, and he/she shall only be empowered to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement. His/her powers shall be limited by the following:
  - a. The arbitrator shall have no power to establish salary scales.
  - b. The arbitrator shall have no power to change any practice, policy, or rules of the employer, or to substitute his/her judgment for that of the employer, unless such rights or practices were relinquished by the employer in this Agreement.
  - c. The arbitrator shall be limited to deciding whether the employer has violated the express terms of this Agreement; and the arbitrator shall not employ obligations and conditions binding upon the employer from this Agreement, unless specified within this Agreement. It is understood that any matter not specifically set forth herein remains within the reserved rights of the employer.
  - d. In rendering decisions, the arbitrator shall give due consideration to the responsibility of management and the Association, and shall so construe the Agreement that there will be no interference with

such responsibilities, except as they may be specifically conditioned by this Agreement.

- e. In the event that a case is appealed to the arbitrator, on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  - f. The arbitrator shall have no power to interpret state or federal law.
  - g. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto.
- G. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- H. It shall be the general practice of all parties to process grievances during times, which do not interfere with or cause interruption of the employee's working day. Release time shall be granted only upon mutual consent of the aggrieved person, the Association, and the employer.
- I. A grievance may be withdrawn at any level but that same grievance may not be filed a second time.
- J. Any withholding of services or work stoppage encouraged, authorized, or supported by the Association, while grievance procedures are in process, shall constitute the basis of immediate discontinuation of any pending grievance(s).
- K. Grievances must arise and be filed in a timely manner during the term of this Agreement in order for the grievance to be subject to the arbitration process.

#### **ARTICLE FIVE (5) - SEVERABILITY AND SAVINGS CLAUSE**

If any Article or Section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event the Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions in this Agreement to the contrary.

## ARTICLE SIX (6) - BIDDING PROCEDURE/2<sup>nd</sup> & 3<sup>rd</sup> TIERS

- A. Transportation unit members would return in the fall to their same run (Spring) and bid hours. Between 5 and 20 driving days after the start of school all routes shall be bid by seniority.
- B. All a.m., p.m., and Special Education runs shall be bid as posted to include fifteen (15) minutes pre-trip check out in the a.m. and fifteen (15) minutes pre-trip, fuel, and cleanup in the p.m. (daily checkout and clean up). Monroe ISD Special Ed runs cannot be split in the p.m. and Work Shop run can be subbed out to any Bedford ISD driver at Monroe. A driver can take their name off the list for p.m. work in an emergency up until 2:00 p.m.
- C. Kindergarten runs shall be posted and bid separately; such runs may only be taken in addition to regular runs. The local President shall be permitted to be present during the bidding procedure and shall receive copies of all runs as bid. All runs shall be finalized by the Director of Transportation within twenty (20) driving days after the actual start of school. Special Ed bus assistants will include an additional fifteen (15) minutes for handbook chores to be completed at the end of the morning run. Upon review and approval of the Director of Transportation, fifteen (15) minutes may be added for updating of route cards.

When a driver/aide is bumped or displaced on their noon run(s), they have the right to bump whatever noon run (s) exist to increase their times, per seniority.

When a driver/aide is on a temporary noon run and a permanent noon run becomes available, the driver/aide has the right to bid on that noon run according to seniority.

When the ISD school year is longer than Bedford Public Schools and the ISD driver has a Bedford noon run, that driver does not receive the noon time pay for those remaining days.

- D. When a time changes on a run (up or down) bumping could result. The drivers run (kindergarten excluded) is open for bid on the board and anyone may bid on this run, seniority down, opening up that drivers run (kindergarten excluded) to bid on. Drivers/aides may only bid on a run that is open for bid. For the driver who had a run originally on the board for bid and does not get to bid on her/his own run due to senior driver bidding over them, they can bump another driver, excluding kindergarten runs. Kindergarten runs cannot be bumped since they are not posted with the run. They are bid out separately.

When an open permanent run is posted on the board any driver, seniority down, can bid on this run (kindergarten excluded) at that time. The person that takes this run will then have their run placed on the board as open to be bid on. There can be no bumping in the scenario.

- E. After twenty (20) driving days any run which has been increased or decreased by fifteen (15) minutes shall be re-bid. The District will re-bid this route within five (5) working days. The Association will be notified of increases/decreases. Any regular driver or assistant affected by this re-bidding process has the right to bump according to seniority.

- F. Both parties agree no grievance may be filed regarding this bumping.
- G. When a regular driver or assistant has notified the Director of Transportation of a pending leave for a period of ten (10) working days or more, with the exception of vacation purposes, the run goes up for a temporary bid minus the kindergarten run if the driver has one. It is agreed that the temporary vacancy will be posted and bid within three working days of the Director of Transportation being first notified of the pending leave. All regular drivers or assistants can bid on this temporary vacancy. When the regular driver or assistant returns from leave, both the regular driver or assistant and the successful bidder will return to their original runs. A regular driver or assistant who has bid on this temporary vacancy, and has received such assignment, shall not be eligible to bid on any other temporary opening, as described in this Section, until the regular driver or assistant returns to work. When bidding for any permanent position takes place, only temporary runs affected at the temporary driver's discretion shall be re-bid for the remainder of the temporary run. Said re-bids shall take place upon completion of bidding for permanent position.
- H. If a position is vacant due to illness of an employee for a minimum of one (1) year, such position shall, at the end of one (1) year, be posted for bid. When the driver or assistant who was on leave returns to work, such driver or assistant shall be allowed to exercise their seniority at that time, and bid/bump according to their seniority ranking.
- I. Regular drivers shall have the opportunity to substitute on kindergarten runs, and parts of regular runs before a substitute. The drivers shall be paid their regular rate. All drivers wanting to sub such runs must personally sign the daily worksheet posted for each type of run before leaving for his/her first tier run. The senior driver will be assigned to the run no later than the start of the second tier. If this clause becomes problematic both parties agree to resolve this issue as quickly as possible. If a driver with a kindergarten run applies for a twenty (20) working day leave, the kindergarten run goes up for bid and is taken off the daily worksheet described above.

If the administration deems it necessary for bus drivers to temporarily ride the kindergarten bus at the start of the year to insure the proper training of kindergarten students, bus drivers who are available at this time will be selected on a seniority basis and will be paid the hourly rate for other assistant positions in the District. Both parties recognize that "emergency" situations exist that might preempt this.

The Bedford School District and the Bedford Transportation Association agree to implement a system whereby "available" second and third tier runs will be assigned to seniority regular drivers before substitute drivers. "Available" means seniority drivers must finish their first tier run, have signed the daily worksheet posted for additional a.m. tiers by 6:45 a.m. or p.m. tiers by 9:30 a.m. Drivers may phone in to place their name by 9:30 a.m. for p.m. tiers. After that time you cannot sign for any work during that day.

At 2:00 p.m. tiers will be filled with those people in the office who have signed up for extra work by seniority. Any tiers not filled will be offered to subs next. After that, anyone who signed, but was not present at 2:00 p.m. will be offered work. The radio will only be used to fill a tier with a regular driver in an emergency situation consisting of a tier needing to be covered after all other available regular drivers and subs have been used, or after the buses have left the compound.

If such an emergency occurs the tier will first be offered by seniority to any drivers who were present at 2:00 p.m., but no tier was available for them. If a tier is still not covered it will then be offered to any regular driver who signed, but was not present at 2:00 p.m. including drivers who are on field trips, but will be back in time to do the tier.

You may sign for as many days in advance as you want, however, if you refuse to take an a.m. run after signing that driver/assistant will be written up. You can take your name off the list up to the start of assigning runs. Please do not remove a persons name from the sheet other than your own. Aides must be present in the a.m. to be assigned a noon run.

Drivers must be present to start elementary runs on time with no layover time. In the case of a 2<sup>nd</sup> tier only, 3<sup>rd</sup> tier only, 1<sup>st</sup> and 2<sup>nd</sup>, and 3<sup>rd</sup> tier runs, the parties agree that regular drivers "available" for 1<sup>st</sup>, 2<sup>nd</sup>, and/or 3<sup>rd</sup> tier runs will be given the same opportunity to substitute as regular drivers assigned to a first tier only run. We will continue to only use the radio in emergencies.

All attempts will be made to assign all a.m. second and third tiers before drivers leave on their high school run providing the driver can leave on time per the route cards. In the case where a more senior driver is not present to receive his/her second and/or third tier assignment before other lower seniority drivers must leave on their high school run, those drivers not receiving their second/third work assignment must return to the office after their high school tier to receive their next tier assignment(s), providing the driver can leave on time per the route cards. In the p.m. you need to report to the office by 2:00 p.m. Assignment of 2<sup>nd</sup> and 3<sup>rd</sup> tiers will be done in the office both in the a.m. and p.m. In the a.m. runs that have to begin traveling or picking up before 7:20 a.m. will not be given to regular drivers providing the driver can leave on time per the route cards. In the p.m. you have to be able to be at the school for a particular run before dismissal time in order to take that run. It has been determined that attempting to assign 2<sup>nd</sup> and 3<sup>rd</sup> tiers while a driver is on a field trip is not workable. This is a change from previous letters of understanding and supersedes them. From this time forward driver/drivers will need to be present in the office in all cases to be assigned a 2<sup>nd</sup> and 3<sup>rd</sup> tier.

Drivers who take a 3<sup>rd</sup> tier run, but have a layover during 2<sup>nd</sup> tier will be off the clock from 7:30 a.m. to 8:00 a.m. and from 3:15 p.m. to 3:30 p.m. (if you are a 3:30 p.m. clock out on your high school run you will stay on the clock).

It has been agreed that in cases where the regular driver of a high school run that leaves immediately from the depot (departs before 7:20 a.m.) is doing their own run and radios in a request to have their 2<sup>nd</sup> tier covered, the office will assign the 2<sup>nd</sup> tier to the first regular union driver available without regard to seniority provided that the driver can leave on time.

If a driver calls in sick over the radio, a regular driver will be used for that tier before a sub, providing the driver can leave on time per the route cards.

- J. Subbing kindergarten runs on days that drivers are forced (ie. one school is closed).

1. It will first be determined which drivers are eligible to sub on runs that need to be filled by the following criteria:
    - a) at noon time they do not have a run that conflicts in time.
    - b) length of run will not be considered. Drivers can be forced to do a noon run that is longer than their bid time.
  2. If they are eligible to sub they will then be asked if they wish to sub. A list of these drivers will be created.
  3. Using the list created in #2 starting from lowest seniority up, a list will be created of enough drivers to cover the number of runs needed to be subbed.
  4. We will then assign from that list created in #3 by top seniority down, with the most senior driver picking the run they wish to sub on first.
  5. Any runs not covered at that point will be covered by people who signed for extra work under established procedures.
  6. At that point:
    - a) any drivers that were not eligible to sub per criteria under #1 will not be docked and will be paid their full bid time.
    - b) any drivers higher in seniority than the drivers who were forced onto the runs will not be docked and will be paid their full bid time.
    - c) any drivers who said no to extra work in #2 and are lower in seniority than the drivers who were forced onto the runs will be docked that bid time.
  7. Any refusal will be either a dock (no pay) or taken out of sick time (with pay). In either case perfect attendance will be affected and it will be considered an absence. If there is not a run for a driver/assistant to sub, that driver/assistant will need to be present in the lounge for the duration of their bid time.
- K. Drivers and assistants shall be excused from kindergarten runs, and/or parts of their a.m. and p.m. runs of their regular assignment necessary to complete a field trip.
- L. At the complete discretion of the Director of Transportation, drivers may or may not be excused from their kindergarten runs, 2<sup>nd</sup> and 3<sup>rd</sup> tiers and still be allowed to complete the remaining portion of their daily run. Excessive absences from kindergarten runs will be treated as per Article 3H.
- M. Regular drivers and/or assistants not otherwise scheduled to work shall have the opportunity to substitute all runs on paid holidays, unpaid days off, and during school vacation periods (summer, Christmas, Easter, etc.) before a substitute. The drivers and/or assistants shall be paid their regular rate of pay. All drivers or assistants wanting to sub on such days must personally sign the worksheet posted for such purpose. The senior driver or assistant will be assigned to the run. Should no regular driver or assistant be available, the Board may assign the run to a sub.
- N. Any driver whose scheduled run is cancelled will be assigned duties within their job description by the Director of Transportation.
- O. A driver or assistant who works only part of his/her regular run, a portion of his/her regular run having been canceled or reduced for that day and he/she is not assigned to another run, will be paid for his/her regular bid time. In the event the situation should occur which calls for part of his/her run to be canceled or reduced indefinitely, he/she will

be paid his/her regular bid time for five (5) days from that day that the run was reduced or canceled.

- P. A minimum call in pay of one hour fifteen (15) minutes (1.25 hour) including prep time will be paid to a driver assigned to only a single run in the morning. The same applies in the afternoon. A noontime kindergarten run shall be paid no less than one (1) hour.
- Q. Drivers and assistants shall be paid up to sixty (60) minutes layover time between their elementary and their secondary run if the layover time exists. While on paid layover time, drivers and assistants will remain on school premises or be in contact with the Transportation Office, in a mutually acceptable manner.
- R. If a driver is required to prep more than one (1) bus in a day, not counting field trips, the driver shall be paid actual time for the preparation of the additional buses, not to exceed fifteen (15) minutes per bus.

#### **ARTICLE SEVEN (7) – CLASSIFICATIONS**

- A. A new employee shall work under the provisions of this Agreement, but shall be employed only on a thirty (30) working day trial basis, during which period he/she may be discharged without further recourse, provided, however, that the employer may not discharge for the purpose of evading this Agreement or discriminating against Union members. After thirty (30) working days, the employee shall be placed on the regular seniority list. Substitutes who have worked at least 60 days shall not be required to fulfill a probationary period. Health benefits commence 30 days or the first day of the month following the established 30 working day seniority date.
- B. The employer shall post a list of the employees and their bid times, arranged in order of their seniority, at the beginning of each fiscal year. This list shall be posted in a conspicuous place (bulletin board) at the place of employment within thirty (30) working days.
- C. "*Regular drivers and assistants*" shall be defined as those who have served a probationary period of thirty (30) working days and who work all runs as contained in the job as bid. Probationary employees who are absent on scheduled work days, or who serve their probationary period in which their job is not operative, shall work additional days equal to the number of days that the employee was absent, or equal to the number of days that their job was not operative, and such employees shall not have completed their probationary period until the additional days have been worked. The need for Bus Assistants on any given run shall be determined by the District with input from the union.
- D. "*Substitute drivers*" shall be defined as drivers available to replace regular drivers, if regular drivers cannot take a run. It is recognized substitute drivers are excluded from the unit.

#### **ARTICLE EIGHT (8) - EQUIPMENT, ACCIDENTS, AND REPAIRS**

The employer shall first consider the personal safety of the employees in establishing operational procedures. Any employee involved in any accident shall immediately report said accident and any physical injury sustained to the Transportation Department. An employee shall

report all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action.

It is the duty of the employee, and he/she shall immediately or at the end of his/her shift, to report all defective equipment. Such report shall be made on a suitable form furnished by the employer and shall be made in multiple copies, one (1) copy to be retained by the employer and one (1) copy to be retained by the employee. Defects of any school bus or auxiliary equipment shall, as soon as observed, be reported to the Director of Transportation.

A safety committee shall be composed of Union and employer representatives who will meet for the purpose of discussing safety and promulgating safety regulations with the understanding that the employer has the ultimate responsibility and shall make final determination on all matters of safety and safety rules. When safety committee is called in two (2) hours will be paid. If safety committee works from home one (1) hour will be paid.

### **ARTICLE NINE (9) - FIELD TRIPS**

- A. All field trips will be posted, whenever possible, one (1) work day prior to the assignment period. Field trips will be assigned by rotating seniority during the assignment period of between twenty-four (24) and forty-eight (48) hours preceding take-off time (Except during holiday break time). Field trips with the same departure time, the most senior driver shall be assigned the longest hours with field trip stating a return time whenever possible. All field trips are assigned when name is posted on field trip paper.
- B. Once field trips have been assigned, any new trips for that assignment period shall be treated as if they were emergency trips.
- C. An emergency is any field trip that cannot be assigned, twenty-four (24) hours ahead of take-off time. Emergencies are not counted as a turn and you do not lose your place on the rotating seniority list.
- D. Emergency rotations list begins with July 1 anew. Emergency field trips will be given out or assigned by the Director of Transportation or designee on the basis of seniority. A driver who receives a completed emergency field trip shall not be assigned a second emergency trip until all drivers have been given the opportunity for such assignment.

“On the spot emergency field trips” will be assigned to the most senior driver/aide that is available and present in the lounge. In the event that no drivers are available in the lounge, a request to cover the emergency run will be announced over the radio and will be awarded to the most senior and empty available driver from trip location within five (5) minutes from pickup location of field trip.

In the event that a second emergency trip is assigned in error, the error shall be corrected. If the error is detected after the emergency trip is in progress\*, the driver taking the trip will be bypassed when his/her next regular field trip turn comes up.

- E. Any field trip once assigned cannot be turned back in except for personal illness or if the field trip shifts by more than one and one-half hours (1 ½), upon approval of the Director of Transportation or his/her designee. Any field trip turned back in shall be considered an emergency and driver will not receive the next field trip out.



- F. Reverse seniority shall be used when all bargaining unit members refuse a trip, a substitute driver will be offered the field trip if no regular driver is available. In the case that no substitute is available, the bargaining unit member with the least seniority must take the trip.
- G. If a driver or assistant is absent on Friday, he/she will not be assigned a field trip that day for Saturday or Sunday. If the driver or assistant is absent on Friday, and already has a field trip assigned to him/her for Saturday or Sunday, it shall be the driver's or assistant's responsibility to notify management by 1:00 p.m. Friday of his/her intention to drive the weekend field trip. Failure to do so will automatically cause the trip to become an emergency at 1:01 p.m.
- H. Field trips are trips other than normal transporting of students to and from school. One (1) elementary annual field day field trip is considered extra work and filled from Extra Work Sheet separately A.M. and P.M.
- I. Field trip buses should not be overloaded, but limited to a safe capacity.
- J. All Bedford School District field trips or athletic trips driven in a passenger-carrying vehicle which has a rated seating capacity of sixteen (16) passengers or more shall be bid on by regular bus drivers on a continuous rotating seniority basis. The Board of Education, through the Superintendent, Director of Transportation and Athletic Director shall have the sole discretion to determine whether such District transportation will be utilized for field trips or athletic trips on a case by case basis. This provision does not prevent the Bedford Athletic Boosters from securing a commercial carrier to transport athletes. If there is a change in the PERA with regard to the use of volunteers, the parties agree to meet to bargain over the impact of such change.
- K. Field trip cancellation
  1. Employees who receive advance notice of a field trip cancellation do not receive show up time, but shall receive the next unassigned field trip provided he/she has signed.
  2. Employees who report for their field trip, and the field trip has been canceled prior to the departure of the bus, the driver shall receive a minimum time of two (2) hours show up or the option to go on their own run if it is available, and will be eligible for the next unassigned field trip provided he/she has signed. Drivers will not be paid for both.
  3. Employees who report for their field trip and the bus leaves the point of departure with passengers, and then the trip is canceled, shall receive his/her driving time for such trip or a minimum of two (2) hours show up time, whichever is greater, and will be eligible for the next unassigned field trip.
  4. When a trip is ordered and scheduled, and then cancelled on the day of the trip, but the event still takes place and students are taken in cars, the driver will receive full pay for the hours the event actually lasted plus round trip travel time.
- L. The practice of posting in the lounge the name of the driver or assistant last assigned a field trip shall continue to be observed.

- M. If it is established that a driver or assistant should have been assigned a field trip but wasn't, the assignment will be corrected by assigning the correct driver. If the error is detected after the field trip is in progress\*, the bypassed driver or assistant shall have priority in selecting the next available trip.  
\*(relates to asterisk in paragraphs "C" and "L") A trip is in progress at the point in time the driver or assistant begins being paid for the trip.
- N. Fifteen (15) minutes shall be included in each field trip for the purpose of preparing the bus. Fifteen (15) minutes shall be included in each field trip for the purpose of cleaning the bus after the field trip is completed. Extra clean up time will be paid if needed. Field trip drivers are required to fuel the bus before and after a field trip.
- O. If a field trip or a daily run is to return after 5:00 p.m., the driver or assistant will be allowed to park his/her car in the fenced area.
- P. Hours worked on a field trip shall be included in the calculation of forty (40) hours per week necessary for overtime.
- Q. Hours worked on a field trip shall be included in the calculation of the hours necessary for insurance.
- R. If the driver or assistant is required to spend the night on a field trip, the driver or assistant shall not be paid for the hours between 11:00 p.m. and 7:00 a.m., unless he/she is required to drive or perform other duties. Additionally, during non-driving time, a driver or assistant may be required to perform duties related to the upkeep and maintenance of their bus and route. Most senior driver stays on field trip (when going to the same location) when two (2) or more buses are on same field trip and one (1) is required to stay longer.
- S. Travel – Clean Up Time
1. Bus clean up time is paid at the blended field trip rate fifteen (15) minutes from 5:01 p.m. to 6:00 a.m. (Monday through Friday). Bus clean up time is paid at the regular driving rate fifteen (15) minutes for field trips from 6:01 a.m. to 5:00 p.m. (Monday through Friday). This provision will apply to in-District and out-of-District trips whenever school is in session. When school is not in session, clean up time will be paid at the blended field trip rate fifteen (15) minutes. Extra clean up time will be paid if needed.
  2. All field trips will have a 15 minute travel time except the morning elementary field trips of drivers with a 9:00 a.m. clock out time. Those drivers will use their travel time that is normally used to return to the bus lot.
- T. Field Trips (General Rate Information): The field trip rate will be \$1.00 less than the prevailing wage rate.
- U. Any field trip requiring the transportation of a wheel chair student will be assigned a bus assistant. Such bus assistants will be assigned on a rotating basis by seniority.

V. The Association and the District will discuss potential field trip problems in regard to the number of students per bus, size of passengers, equipment carried, length of trip, and authorized seating capacity of the bus.

W. Field trip buses shall have at least one (1) chaperone per bus.

Mutual concerns regarding these matters should be resolved with the Director of Transportation in advance of departure. It was agreed that the safety of students is paramount in making decisions in this matter. Unusual circumstances may exist to alter or require the driver to rebalance safety arrangements to allow greatest flexibility to address safety concerns if more than two (2) persons per seat.

The guidelines on field trips are as follows:

Students in grades 7 - 12 shall travel two (2) persons to a seat.

Students in grades K - 6 shall travel three (3) persons to a seat.

Any combination of Senior and Junior High, and/or Elementary students shall fall within the guidelines above and the capacity of the bus.

#### **ARTICLE TEN (10) - JOB OPENINGS AND TRANSFERS**

A. If vacancies occur in the bargaining unit, members will be notified of the vacancy or new position and will be given the opportunity to bid. The most senior applicant shall be granted the vacancy, provided he/she is qualified.

B. Openings in the bargaining unit are to be posted no later than three (3) days after the Director of Transportation receives written notification that a bargaining unit member is leaving.

C. At least two (2) weeks notice in writing will be required of any employee who may wish to resign, except in case of emergency.

#### **ARTICLE ELEVEN (11) - PHYSICAL EXAMINATION**

A. All bargaining unit members shall take a physical examination by a Board designated physician. The District will pay the Board-approved mileage rate round-trip from the bus garage to the location of this physical examination. Mileage forms will be provided to drivers. Mileage shall be paid when a physical is required outside the District. The District will make every attempt to locate physicians within the District to conduct such physicals. If a bus driver disagrees with the result of such physical examination, he/she may choose to undergo a second physical examination at the District's expense by a physician mutually selected by the Board and the Union. The result of this second physical examination shall be binding upon the parties. All bus drivers must provide evidence of passing their physical prior to the opening of the school year, prior to bidding or driving, and prior to employment in the case of a new bus driver.

## **ARTICLE TWELVE (12) - QUALIFICATIONS**

A person to be employed as a Bedford Transportation unit member must meet all of the legal criteria established by the State of Michigan including the rules and regulations issued by the Department of Education, and the rules, regulations and policies as set forth by the Bedford Public Schools.

## **ARTICLE THIRTEEN (13) - SENIORITY**

- A. Regular seniority shall be broken by discharge, voluntary quit, or request to return to the sub list.
- B. If, after the school year starts, it is necessary to eliminate a run or layoff a bargaining unit member, the District shall give fourteen (14) calendar days written notice to the laid off bargaining unit member. The time notification is deemed waived if the school year has not started or if a school is closed.
- C. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall to work, mailed by registered or certified mail to his/her last known address according to the records of the School District. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks, he/she shall lose all seniority rights.
- D. Laid off bargaining unit members working as substitutes or temporary employees shall not be covered by any provisions of this contract, with the exception that preference shall be given on temporary vacancies and daily runs prior to assigning a substitute. It is recognized that laid off bargaining unit members shall receive the regular wage rate and no benefits. Temporary vacancies shall be for no less than twenty (20) working days and may be extended for the period of time for which the leave that caused the temporary vacancy is granted.
- E. A bargaining unit member may accrue a career maximum of up to one (1) year seniority while on unpaid leaves of absence. After accruing one (1) year's seniority, seniority shall be frozen.

## **ARTICLE FOURTEEN (14) - LAYOFF AND RECALL**

At the time of a reduction in force, the regular drivers and assistants shall be laid off in each classification by seniority. The least senior person in each respective classification will be laid off first.

Recall shall be in reverse order of layoff. The most senior person on layoff shall be recalled first in his/her respective classification to a position for which he/she is qualified. No driver or assistant will be recalled to a position in a classification other than that from which he/she was laid off. This does not deny any employee the right to apply for a vacancy that may exist for which he/she is qualified.

In the event bargaining unit members have the same date of seniority, placement on the seniority list will be determined through a lottery drawing at which representatives from the Board and the Union will be present.

## **ARTICLE FIFTEEN (15) - REPRESENTATION**

- A. The Board recognizes the right of the Union to authorize representatives to investigate and present grievances to the Board and/or its representatives.
- B. If the employer agrees to meet during times when the Union's representatives are scheduled to work, for the purpose of negotiations or Step 2 and beyond of the grievance procedure, up to forty (40) hours per school year of released time may be granted to the Union. The employer must have twenty-four (24) hours notice of the employees who will be attending the meeting and have sufficient substitutes available to cover the employees. No more than two (2) bargaining unit members for a grievance hearing, nor five (5) bargaining unit members for bargaining shall be eligible for this benefit. An employee is only eligible for compensation to the extent he/she misses scheduled working time.
- C. If any employee is sued in civil action as a result of any action taken by the employee within the proper scope of his/her employment, the Board will provide legal counsel and render all necessary assistance to the employee in his/her defense. In the event the accused is found negligent in a court of law, the employee shall be liable to the Board for any legal fees incurred in his/her defense which were not reimbursed to the Board from other sources. Should a negligent verdict of a lower court be appealed, the Board will assume no further legal obligations for legal fees incurred in the appeal until a verdict of not liable is handed down from the high court.
- D. Drivers and assistants shall be paid for any non-clock hours spent in administratively required conferences with parents or administrators. A preliminary conference prior to a conference with a parent shall be held between the administrator and the drivers. This time does not apply to any time spent on Union business, bidding, or posting.
- E. When safety committee is called in two (2) hours will be paid. If safety committee works from home one (1) hour will be paid.

## **ARTICLE SIXTEEN (16) - EMPLOYEE TRAINING/MEETINGS**

- A. All new bargaining unit members shall be trained by their supervisor or his/her representative. All new drivers shall participate in the Michigan School Bus Drivers Training School.
- B. All bargaining unit members assigned to work with medically fragile students will be provided necessary training for their performance expectations as necessary. Said training will be performed by appropriate personnel and the District shall also provide appropriate liability coverage.
- C. The Board will pay for the cost of the renewal of the Commercial Driver's License and the initial Third Party Driving Test only upon successful passage by the bus driver.
- D. A minimum of six (6) hours of state mandated employee training shall be provided every other year for drivers at the driver's regular rate. Employee training shall include, but is not limited to, training in such subjects as conflict resolution, blood borne pathogens, health and safety issues (including bi-annual safety meetings) and caring for medically

fragile students. FYI meetings are mandatory and paid at the hourly rate, punctuality is mandatory. The District will attempt to schedule training to coincide with a teacher professional development, non holiday or in-service day. On teacher professional development or in-service day(s), when drivers/assistants do not have scheduled training, the employee shall have the option of using a personal day. The District will consider input from the Association with regard to the subject matter to be included within the employee training.

- E. Drivers shall be reimbursed at the regular hourly rate for attendance at driver training schools held by or under the auspices of the Administration, college, or state, during the time school is in session provided the driver attends two (2) meetings or more and maintains his/her certificates from year to year.
- F. The regular hourly rate will be paid for attendance at all meetings called by the Director of Transportation or the Superintendent. Attendance at these meetings is required. Notices of meetings will be posted five (5) days in advance to allow drivers to make arrangements to attend. Failure to attend these meetings may be considered an act of insubordination and disciplinary action will follow.

If a Professional Development Day falls on a scheduled driver paid holiday, the driver cannot use a Personal Business Day.

#### **ARTICLE SEVENTEEN (17) - GENERAL**

- A. *"Visiting Privileges"*  
The employer agrees that it will allow the proper accredited representative of the local Union access to the premises during working hours for the purpose of policing the terms and conditions of this Agreement.
- B. *"Record Examination"*  
The employer may allow the proper accredited Union representative the right to examine the time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the School Board pertaining to a specific grievance.
- C. *"Use of Bulletin Board"*  
The employees will be allowed to post notices pertaining to their organization on bulletin boards and these notices shall not be removed except by the representative of the employees. Notices will not be posted on bulletin board provided for student or teacher information.
- D. *"Use of Telephone"*  
Transportation lounge phone use for personal local phone calls only. Any long distance phone calls need to be approved by the Director of Transportation.
- E. *"General"*
  1. All employees will abstain from the use of tobacco and alcohol, and from the use of profane and improper language while on duty, or at such time as such indulgence shall affect his/her job responsibilities. Smoking or chewing of a tobacco product on

Bedford Public Schools' property, and/or in Bedford Public School vehicles, on a structure or real estate owned, leased, or otherwise controlled by the Bedford School District, shall not be permitted at any time. The Board will provide free enrollment in a District-provided smoking cessation program for interested bargaining unit members.

2. All employees will use due care and precaution for the protection while on duty and will allow no students to board or alight from the bus until the same comes to a full stop, and will report to the Director of Transportation all cases of improper conduct on the part of the pupils.
3. Bus drivers shall not allow anyone to drive the bus or act as a substitute for them unless authorized to do so by the Director of Transportation and/or the Superintendent. This shall not be applicable in an immediate emergency.
4. Bus drivers shall not exceed a speed of fifty (50) miles per hour while transporting children on regular scheduled routes, and shall bring the bus to a full stop before crossing any railroad tracks. Bus drivers shall not exceed sixty (60) miles per hour on any out of town trips and must comply with all other bus driving regulations.
5. In those cases where traffic tickets have been issued, should a review of the incident disclose evidence of such ticket having been issued without due cause, the Superintendent, at the request of the driver, may recommend to the Board that legal counsel be retained in behalf of the driver.
6. Should a driver observe a highway vehicle in violation of traffic laws contrary to good safety practices established for the protection of children; such as, passing a bus with the flashing lights on, an attempt should be made to identify the vehicle through obtaining the vehicle license number. In cases of flagrant or repeated violations, this vehicle should be reported to the Director of Transportation who, if he/she deems it advisable, shall contact the owner directly, ask for a contact by the police, or in extreme cases, swear out a warrant.

F. *"Addendum"*

Any addendum agreed to prior to negotiating this contract are null and void unless specifically included as a part of this contract.

**ARTICLE EIGHTEEN (18) - PAID LEAVES/JURY DUTY/BEREAVEMENT**

- A. A member called for jury duty or subpoenaed as a witness to give testimony before any judicial tribunal agree that monies paid to the employee shall be given to the District; The District agrees to pay employee for the day wages. The employee may keep any mileage reimbursement given.
- B. Leaves of absence with pay not chargeable to any other leave allowance shall be granted for the following reasons:
  1. A maximum of five (5) days for a death in the immediate family. Immediate family shall be interpreted as father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, grandchild, son-in-law,

daughter-in-law. Step relatives within the definition of the immediate family shall include stepmother, stepfather, stepsister, stepbrother, stepchild, and step-grandchild. A maximum of three (3) days for the death of a grandparent, legal guardian, resident dependent of the immediate household, step-in-law (father, mother, brother, sister, son, daughter). Maximum of one (1) day for the death of a niece, nephew, aunt, or uncle. If travel time is necessary, the Director of Human Resources and Labor Relations shall determine the length of reasonable travel time allowed. A request for such leave shall be made within three (3) working days of appropriate notification of the death. Bereavement days must be taken consecutively unless approved by the Director of Transportation in the case of extenuating circumstances.

## **ARTICLE NINETEEN (19) - HEALTH AND WELFARE INSURANCE**

**Effective July 1, 2011**

### Section One (1):

The employer shall provide those eligible bus drivers health insurance coverage equivalent to MESSA Choices II, fully paid by the District. The School District reserves the right to select the insurance carrier or, if self insurance, the administrative service organization. Such health insurance coverage shall include the eligible immediate dependents of the bus driver. Employees or their dependents qualifying for District paid health care coverage, shall not receive any abortion services or benefits as part of the District paid health insurance benefits. Implementation of the \$500/\$1,000 deductible with \$20 office co-pay and MESSA Saver Rx drug program as soon as possible (with district reimbursing \$200.00/\$400.00 of the deductible).

### Section Two (2):

#### A.

1. Any bus driver who has successfully completed their probationary period of thirty (30) working days, with a seniority date of hire prior to December 1, 2003, shall be covered by the provisions of this Article regarding contributions by the employer to the insurance programs, provided such bus driver shall work at least forty-eight (48) hours or more per month. Paid sick time as defined in Article Twenty-four (24) (absence sick leave) shall be counted as time worked.
2. Any bus driver who has successfully completed their probationary period of thirty (30) working days, with a seniority date of hire on or after December 1, 2003, shall be covered by the provisions of this Article as set forth below:
  - a. A bus driver will be eligible for single insurance coverage provided he or she has a minimum of twelve (12) bid hours per week.
  - b. A bus driver will be eligible for 2-person insurance coverage provided he or she has three years of service with the District.
  - c. A bus driver will be eligible for family insurance coverage provided he or she has five years of service with the District.
  - d. A bus driver who only qualifies for single insurance coverage may elect to receive either 2-person or family insurance coverage by contributing fifty percent (50%) of the difference in the monthly premium between the single coverage and the elected coverage. Similarly, a bus driver who



only qualifies for 2-person insurance coverage may elect to receive family insurance coverage by contributing fifty percent (50%) of the difference in the monthly premium between the 2-person and family coverage. These contributions may be made via the District's Section 125 account to the extent permitted by law.

- B. Contributions for insurance benefits must be made for each week on each regular employee, even though such employee may only work part-time under the provisions of this contract (including paid vacations and weeks where work is performed for the employer).
- C. In addition, for each eligible employee covered by this Agreement who is on the regular seniority list, the employer will pay, on behalf of such eligible employees, the weeks in June following the closing of school, the weeks of spring vacation, and Christmas vacation with no time worked; however, the employer shall not pay such weeks the employee is on leave of absence without pay.
- D. The employer will pay, on behalf of eligible employees, one-half the appropriate monthly contribution, for July and August, only if the employees pay the first half of the monthly contribution during July and August. All eligible employees desiring to continue their health insurance or dental/optical insurance through August must sign the form provided by the Personnel Office no later than June 15. In the event the employee elects not to sign for continued coverage, they will automatically be dropped for the months of July and August.

The Board will provide vision insurance (driver) coverage thru 2012. The Board shall select vision benefits comparable to MESSA VSP1. (Same payment system as Health Insurance, Article 19).

Beginning in fiscal year 2011-2012, the District will cover the first 7.5% increase in the cost of insurance provided eligible employees. Increases above 7.5% up to and including 12.5% will be covered by the employee via a mutually agreed upon process. Increases above 12.5% will be shared equally (50/50) by the District and the employee via a mutually agreed upon process.

- E. If an employee is granted a leave of absence, the employee shall pay, prior to the leave of absence being effective, sufficient monies to pay the required contribution for insurance benefits during the period of absence in order to remain covered.
- F. Employees on leave of absence shall be permitted to maintain coverage provided by this Article for up to one (1) calendar year, provided the employee arranges for premium payments at the group rate. Thereafter, the Board shall attempt to provide alternative coverage at non-group rates.
- G. If the School District is on a monthly prepaid insurance plan (as opposed to a post pay or self insurance plan) and the School District has already prepaid the premium for a month in which the driver fails to work forty-eight (48) hours in that month, the driver shall not be obligated to reimburse the School District for such weeks of ineligibility. Should such absence continue into a succeeding month, the employee shall arrange advance payment of the monthly premium in order to remain covered. One (1) week credit for

working shall be made toward that succeeding month's quota (a maximum of three (3) months premium subsequently meet his/her quota of work time for this month) and the School District shall reimburse the premium. Neither of the provisions in this subsection shall be applicable in the month of August. An employee who desires insurance must pre-pay such contributions as defined in "E" above.

- H. Provided the School District is on a self insurance or post pay insurance plan and the employee does not meet the 48 hours per month minimum work requirement, then, if the driver is desirous of insurance benefits, the driver must, during the first month of leave, reimburse the School District for any week's contributions to the insurance plan. Should such an absence continue into a succeeding month, the employee shall arrange advance payment of the monthly premium in order to remain covered. One week credit for working shall be made toward that succeeding month's quota of work time for the month, and the School District shall reimburse the premium. Neither of the provisions in this subsection shall be applicable in the month of August. An employee who desires insurance must pre-pay such contribution as defined in "E" above.
- I. If a driver has exhausted all of his/her sick leave, the Board will continue to pay existing Board paid premiums for hospitalization for said driver for one (1) month. The driver must have returned and worked for no less than thirty (30) work days in order to be eligible for a second application of this benefit. After the death of the employee, the Board will continue to pay premiums for insurance for eligible dependents for a period of one (1) month.
- J. Should the Board question the frequency of months in which an employee fails to meet hours quotas for insurance eligibility due to alleged health reasons, but remains covered by insurance because of employer prepayments, the Board may direct the employee to be examined by the Board's physician. The physician's findings shall determine whether or not the employer shall continue to be financially responsible for making insurance premium prepayments for any month the employee is ineligible for the duration of the contract.

Section Three (3):

Notwithstanding anything herein contained, it is agreed that in the event the employer is delinquent at the end of a monthly period in accordance with the rules and regulations of the insurance provider and after the proper official of the local Union shall have given seventy-two (72) hours notice to the employer of such delinquency in the health and welfare payments, the Union shall have the right to take such action as it deems necessary until such time as delinquent payments are made, and it is further agreed that in the event such action is taken, the employer shall be responsible to the employees for losses resulting there from.

Section Four (4):

If an eligible employee elects not to take the health insurance coverage, the employee receives the following:

The Board shall provide dental coverage equivalent to Delta Dental Auto +008 and Vision coverage equivalent to MESSA Vision Care Plan 2. The Board shall provide one hundred dollars (\$100.00) cash per month In lieu payment increase from \$100.00 to \$125.00 per month based on one additional employee receiving in lieu of payments.

(Currently, there are 15 employees receiving in lieu of payments. Therefore, there must be 16 employees necessary for increase to vest. Furthermore, a minimum of 16 employees for a consecutive six (6) month period must continue to receive in lieu of payments for increase to continue.) Payment in-lieu is not provided for members whose spouse works for the District and accepts District health coverage.

Section Five (5):

Bus assistants shall receive Delta Dental 70/70/50/60 & MESSA VSP II or receive \$100.00 per month in lieu of said coverage.

Section Six (6):

The Board shall provide to eligible employees Term Life Insurance protection in the maximum amount of ten thousand dollars (\$10,000) (this maximum would include five thousand dollars (\$5,000) included in the MESSA insurance coverage that shall be paid to the employee's designated beneficiary). The plan shall include accidental death or dismemberment. The Board shall provide to eligible employees Dependent Life Insurance protection in the amount of two thousand dollars (\$2,000) for the employee's spouse and one thousand two hundred fifty dollars (\$1,250) for each of the employee's dependent children.

Section Seven (7):

Employees on leave of absence shall be permitted to maintain coverage provided by this Article for up to one (1) calendar year, provided the employee arranges for premium payments at the group rate. Thereafter, the Board shall attempt to provide alternative coverage at non-group rates.

## **ARTICLE TWENTY (20) - OCCUPATIONAL DISABILITY/SICK LEAVE**

Any employee covered by this Agreement who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Board, may be employed in other work in the various departments of the school system at work he/she can perform, however, no employee shall collect Workers' Compensation wages and Board wages for the same period.

Employees injured on the job and sent home because of injury shall be paid for the remaining un-worked hours of that day.

The District agrees that in the case of physical assault of the bus driver/assistant, which causes injury, the driver will file for workers compensation and the District agrees to pay the injured employee up to five (5) business days in lieu of sick days, upon application to workers compensation. Injured drivers shall be paid their bid-time hours.

In the case of vehicle accidents while driving and employed for the District, the District agrees to provide up to five (5) paid business days to the injured employee if providing driver is not deemed to be at fault. Drivers must file for workers compensation and provide certification from a medical doctor indicating incapacitation.

Any case of assault upon a bargaining unit member and/or a bargaining unit member's property shall be promptly reported to the employer. The employer shall promptly render all necessary assistance to the bargaining unit member, when possible, to prevent injury and loss of property.

## **ARTICLE TWENTY-ONE (21) - WORKERS' COMPENSATION**

The employer agrees to cooperate toward the prompt settlement of employee's on-the-job injury and sickness claims when such claims are due and owing. Employees returning from worker's compensation leave shall be allowed to exercise their seniority at that time and bid/bump accordingly to their seniority ranking.

## **ARTICLE TWENTY-TWO (22) - HOLIDAYS**

The following holidays shall be paid to drivers and assistants with no hours worked:

New Year's Day	Good Friday
Memorial Day	Labor Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day
Presidents' Day	New Year's Eve
Martin Luther King Day	

Total eleven (11) paid holidays.

Twelve (12) month drivers/assistants shall have the Fourth of July as a paid holiday provided more than half of the month of July is worked in full.

Twelve (12) month drivers and assistants shall have two weeks paid vacation equal to the summer bid hours during that time when the ISD is not in session. Effective July 1, 2009 one (1) additional week of vacation shall be awarded to twelve (12) month employees. This third week must be used within the fiscal year in which it was booked. Requests for use of this third week must be made at least two (2) weeks in advance and approval will be subject to the availability of an adequate substitute. (Additionally the District will allow the one assistant from last year to use the week that did not get used)

When Presidents' Day is used to make up a "grace day", the Bedford Transportation Association bargaining unit members will be paid straight time for working on that day and such hours shall not be used in the calculation of overtime. The eligible employees will receive holiday pay on the next regularly scheduled paycheck.

This policy shall apply providing the employee has worked the scheduled workday preceding or following the holiday or is on paid sick leave.

An employee who is on an unpaid approved thirty (30) day sick leave shall be paid for the first holiday (one day) falling within the thirty (30) day period of absence without pay. These provisions shall be applied once each year, the year to be figured from the employee's seniority date.

Employees have the option of using one of their personal days for the Friday before Labor Day.

## **ARTICLE TWENTY-THREE (23) – INCLEMENT WEATHER DAYS**

Employees shall not be required to report for work when school is canceled due to inclement weather. Employees shall be paid for up to sixteen (16) hours inclement weather or other Acts

of God when instruction is not provided because of conditions not within the control of school authorities.

If school is canceled after employees have reported for work or after students have reported, employees shall be dismissed immediately after such cancellation and excused from work with no loss of pay.

Upon school cancellations, due to Act of God days, the employee will have the option of using up to 2 personal business days beyond the sixteen (16) hours paid by the District.

The Bedford Public Schools and Bedford Transportation Association agree to the following understanding regarding "show up time" in an effort to resolve the problem, during the duration of this Agreement.

When school is canceled or delayed thirty (30) minutes or more prior to an employee's scheduled clock-in time, they will not be eligible for show-up pay.

When school is canceled or delayed less than thirty (30) minutes prior to an employee's scheduled clock-in time, those employees who report to work will be paid one (1) hour show-up time pay. At the time the decision to cancel or delay school is made, the Director of Transportation will officially register such time by noting it on the attendance page. Such official time will be utilized to calculate eligibility for show-up pay pursuant to the procedures set forth above.

#### **ARTICLE TWENTY-FOUR (24) - ABSENCE - SICK LEAVE**

The following sick leave policy is applicable to the regular bus drivers and bus assistants covered by this Agreement:

- A. An employee absent from duty due to personal illness or injury shall be paid full salary for the period of said absence covered by earned sick leave, upon request. Upon request of the employee, sick days may be frozen when an employee will be absent because of an illness of eight (8) or more days. The employee must inform the Personnel Office prior to the eighth (8th) day they are absent of their intention of freezing their sick days. In the event notification is not given, sick days will continue to be used.
- B. Sick leave is earned on the basis of one (1) day per month of employment provided the majority of the month is worked. Accumulated sick days/personal business days will be reflective of accrued bid hours. Accumulated sick days/personal business days will be changed in value from days to total hours. Effective January 1, 1996 all accumulated sick days/personal business days will be equivalent to current bid hours (i.e., 3 sick days times 4 hour bid rate equals 12 hours banked). Upon sick day/personal business day use, existing bid hours will be deducted/added.  
  
Sick leave will be earned and or deducted based upon the current bid time.
- C. The number of days/hours of sick leave not used during the year shall be unlimited in accumulation.

- D. Upon retirement, drivers and assistants shall receive one-half (1/2) day's pay for each unused, accumulated sick day, not to exceed one hundred (100) days. Accumulated sick days/personal business days will be changed in value from days to total hours.
- E. An employee absent due to a critical illness of members of his/her family may charge a maximum of 5 days against his/her accumulated sick leave. Family is defined as: father, mother, brother, sister, husband, wife, child, grandchild, son-in-law, daughter-in-law, mother-in-law, or father-in-law. If the employee believes more than 5 days is needed for family illness, the employee may petition the Director of Human Resources and Labor Relations for additional usage of sick days.
- F. Following request for a leave under these provisions, a medical certificate may be required by the Director of Transportation at the employee's expense as evidence of an employee's illness or injury.
- G. Sick leave shall not be disturbed in any of the following cases:
  - 1. Absence on leave without pay;
  - 2. Transfer from one classification to another; or
  - 3. Employee recalled from layoff.
- H. Sick leave accumulated above will be transferred to the deceased employee's estate.

#### **ARTICLE TWENTY-FIVE (25) – LEAVE OF ABSENCE – PERSONAL DAYS**

- A. Leave of absence without pay for other than sick leave may be granted subject to the availability of an adequate substitute. Written permission must be secured from both the employer and the local Union for said leave. The maximum leave of absence without pay shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both employer and local Union. Any such request other than emergency should be made at least one (1) week prior to the date of anticipated absence and shall be in writing. Inability to work because of proven illness or injury shall not result in the loss of seniority rights; however, accrual will be governed by Article Fourteen (14) - (Seniority). The employee must make suitable arrangements for continuation of insurance coverage, if applicable, before the leave may be approved by either the employer or the local Union.
- B. The employer agrees to grant necessary and reasonable time off without discrimination or loss of seniority rights, without pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity or other official business, provided forty-eight (48) hours written notice is given to the employer by the Union, specifying length of time off for Union activities; due consideration shall be given to the number of men/women affected in order that there shall be no disruption of the employer's operation due to lack of available employees.
- C. Any employee with discipline for absenteeism on their record will not be permitted time off without pay – under Article Twenty-five (25) – Leave of Absence – Personal Days.
- D. Leave of absence shall not be granted to any bus driver or assistant for employment other than by the School District.

- E. The parties agree there may be personal conditions or circumstances which may require a bus driver's or assistant's absence. The Board agrees to grant a maximum of three (3) days per school year with pay. Such days are to be used under the following conditions:
1. Bus drivers and assistants must have completed the probationary period before they are eligible for these days.
  2. This leave shall be used only in situations of urgency - for the purpose of conducting business which cannot be transacted on weekends, after driving hours, between bus runs, or during vacation periods.
  3. Bus drivers and assistants desiring to use such leave shall submit their application on the form provided by the Board to the Director of Transportation at least three (3) working days in advance of the anticipated absence, except in cases of emergency. In case of emergency, the employee shall apply as soon as possible.
  4. Such leave shall not be used for seeking other employment, rendering service or working either with or without remuneration for yourself or for anyone else. It is further understood that such leave shall not be granted for the first day or last day of the school year nor on the work day immediately preceding or following a vacation period, unpaid leave of absence, or holiday.
  5. No less than one-half (1/2) personal business day may be used at one time.
  6. Unused personal business days shall be accumulated and paid at one-half (1/2) of the daily rate per day upon retirement or resignation.

F. A regular employee on leave may return early provided three (3) working days notice is given to the Director of Transportation of his/her intention to return.

G. Eliminate \$250.00 attendance incentive for the second half of 2010-11 and for all of 2011-12 but retain the bonus of the extra personal day per semester.

Any driver having no absence chargeable against his/her earned sick leave days (personal days not included) and having taken no time off without pay shall receive a bonus of one (1) personal day posted to their account on December 31 for the period of July 1 to December 31, and one (1) personal day posted to his/her account on June 30 for the period of January 1 to June 30. Time off without pay directed by the Board shall not affect this article. Attendance incentive: zero (0) days used, two hundred and fifty (\$250) per semester.

H. A member called for military duty or training shall be compensated for the difference between his/her regular pay and the gross amount received for the performance of such obligation. The member shall present to the Director of Human Resources and Labor Relations a signed statement from his/her commanding officer or the officer's designee stating the gross amount paid for this service. Reimbursement under this paragraph shall be limited to thirty (30) calendar days.

**ARTICLE TWENTY-SIX (26) - REPAIR, BUS WASHING, EXTERIOR CLEANING OF BUSES, ETC.**

Any work other than bus driving and cleaning of bus interiors as allowed for in the 30-minute service time, shall be performed by garage employees or others employed by the Administration to perform such work.

**ARTICLE TWENTY-SEVEN (27) - RETIREMENT POLICY**

The Board will pay the Michigan retirement contribution.

**ARTICLE TWENTY-EIGHT (28) - WAGES AND LONGEVITY**

**Reduction of base wage rate of 1-1/2% (\$.27 less per driver / \$.17 less per aide) non-retroactive for FY11 and FY12. (Effective May 8, 2011)**

Drivers and assistants shall be paid in fifteen (15) minute blocks according to the chart below.

**July 1, 2010 through June 30, 2012**

Zero (0) – four (4) minutes worked	No time allowed.
Five (5) – nineteen (19) minutes worked	Fifteen (15) minutes allowed.
Twenty (20) – thirty-four (34) minutes worked	Thirty (30) minutes allowed.
Thirty-five (35) – forty-nine (49) minutes worked	Forty-five (45) minutes allowed.
Fifty (50) – sixty (60) minutes worked	Sixty (60) minutes allowed.

The Transportation Department will have runs bid on the quarter hour

**WAGES**

Position	School Year	Regular	Field Trips
Bus Drivers	2010-2011 (-1.5% eff 5/8/11)	\$17.36	\$1.00 less than the current prevailing hourly rate (Eff 5/8/11)
		\$17.09	
Bus Drivers	2011-2012 (-1.5% eff 5/8/11)	\$17.09	\$1.00 less than the current prevailing hourly rate (Eff 5/8/11)
Bus Aides	2010-2011 (-1.5% eff 5/8/11)	\$10.89	
		\$10.72	
Bus Aides	2011-2012 (-1.5% eff 5/8/11)	\$10.72	



## **LONGEVITY**

Bargaining unit employees will receive longevity payments annually according to the following schedule processed on their anniversary date or at the end of the school year in a separate check. You will be required to sign your choice of longevity payment (anniversary date or end of school year) at the administration building. This will remain in effect for the entire school year and will only be changed for the following school year after a new longevity payment form is signed.

### **2010-2012 Longevity Amounts**

10-15 years	\$350
16-19 years	\$400
20-24 years	\$500
25+ years	\$650

## **ARTICLE TWENTY-NINE (29) – MISCELLANEOUS PROVISIONS**

- A. To avoid lines around the time clock, drivers and assistants may punch in or out within five (5) minutes of the established time; however, this will not excuse tardiness.
- B. Bid time changes (increase/decrease) shall be noted on the daily time card and signed by each driver.
- C. Enrollment in District payroll deduction programs such as 403(b), 457 (b) United Way, approved Teacher's Credit Union, insurance options (supplemental insurance, i.e. short term disability, cancer coverage, long term care are voluntary options for the employee to purchase), Michigan Public School Employees Retirement System (MPERS), tax-deferred payment program, direct deposit shall be available during open enrollment periods as designated by the District, and in accordance with the established payroll schedule and procedures for the year. Written employee authorization is needed to participate in District approved employee deduction programs.
- D. The private and personal life of any driver/assistant is not within the appropriate attention or concern of the Board except where outside circumstances require the Board to become involved or as defined by law.

## **ARTICLE THIRTY (30) - CONTINUING CONTRACT REVIEW**

Section One (1): The Board and the Union 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.

The employer agrees to furnish to the Union in response to reasonable requests for all available information concerning the financial resources of the District, the preliminary budget, and such other information as will assist the union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, preparing for grievances and for negotiations.

**ARTICLE THIRTY-ONE (31) – ENTIRE CONTRACT**

This contract constitutes the sole and entire contract between the parties. It supersedes and cancels all prior contracts, all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the District. This Agreement is to be effective from July 1, 2010 through June 30, 2012.

**Bedford Transportation Association Negotiating Team**

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Bedford Public Schools Negotiating Team**

\_\_\_\_\_  
Director of HR/LR & Chief Negotiator Date

\_\_\_\_\_  
Director of Transportation Date

**Bedford Public Schools Board of Education**

\_\_\_\_\_  
President Date