

**The Collective Bargaining Agreement**

**Between**

**Mason Consolidated Schools Board of Education**

**And**

**Mason Transportation Association**

**2016-2018**

**ARTICLE 1**  
**PURPOSE**

1. This Agreement is entered into by and between the Mason Consolidated Schools Board of Education, hereinafter referred to as the “Board” and the Mason Transportation Association MEA/NEA, hereinafter referred to as the “Union”. The term “driver” whenever used hereinafter shall apply to males and females alike.
  
2. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in the Agreement are mutual. Any previously adopted policy, rule, or regulations of the parties which contradicts an express provision of this Agreement shall be superseded and replaced by this Agreement.

**ARTICLE 2**  
**RECOGNITION**

1. The Board hereby recognizes the Union as the sole and exclusive bargaining agent for all regular drivers excluding all supervisory and substitute drivers and all other employees of the Employer. Unless otherwise indicated, the term “employee” when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit represented by the Mason Transportation Association MEA/NEA, and only to such persons.
  
2. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee, as defined in Article II, Section 1, of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations, and other lawful concerted activities or mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379, that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any lawful activities of the Union, or collective professional negotiations with the Board, or his/her institution of any grievance or proceeding under this Agreement with respect to any terms or conditions of employment. Each employee covered by this Agreement shall be provided a copy by the Union.

**ARTICLE 3**  
**UNION RIGHTS**

1. The Board agrees to furnish the Union, in response to reasonable requests, all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, tentative budgetary requirements including allocation board budgets, membership data, staff directories, salary schedules, and such other information that will assist the Union in development of intelligent, accurate, informed and constructive programs on behalf of its members.
2. The Union and its members shall have the right to use school building facilities, subject to Board policy 7510 and Administrative guidelines 7510(A), at all reasonable hours, for meetings, social meetings, and fund raising activities; this includes use of equipment necessary for the preparation and conduct of the Union's activities at no expense to the Board of Education.
3. Bulletin boards and other established media of building, intra-system, and school-community communication shall be made available to the Union and its members.
4. The Board shall provide five (5) school days per year of release time for the purpose of Union business. The Union shall pay for the cost of the substitute. The Union shall also pay the cost of the released driver's wages, FICA, insurance and retirement contribution. The Union agrees to notify the Board no less than forty-eight (48) hours in advance of the taking of such release time.
5. An employee engaged during regular working hours in negotiating on behalf of the Union with any representative of the Board or participating in any professional grievance negotiation with any representative of the Board shall be released from regular duties without loss of salary. Negotiations will be conducted during non-driving hours. The Board shall not pay the bargaining team for negotiations during regular non-driving hours.
6. The Board pledges not to discriminate against any employee on the basis of race, sex, creed, national origin or ancestry, marital status, physical characteristics or disability or place of residence. Furthermore, The Board agrees that it will comply with the applicable provisions of the Americans with Disabilities Act.
7. The private and personal life of any employee is not within the appropriate concern or attention of the Employer nor shall the employee's personal and private life be the subject of discipline, unless it has an adverse impact on the ability of the employee to perform his/her duties, or if a nexus is found between it and the School District. This will be limited to civil or criminal infractions



**ARTICLE 4**  
**BOARD'S RIGHTS**

1. The Board of Education reserves the sole right to administer the operations of the school system, including the day-to-day operation as required, to assure the effective control of personnel, and to accomplish appropriate use of the facilities, subject to the collective bargaining Agreement, state and federal statutes.

The School District, on its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, the Revised School Code of 1995, and all other applicable laws, codes and regulations and any modifications made thereto.

Further, all rights which ordinarily vest in and are exercised by employers, except such as are relinquished herein, are reserved to and remain vested in the School District, including but without limiting the generality of the foregoing, the right:

- a. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials, or methods of operations;
- b. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- c. To determine the number, location and type of facilities and installations;
- d. To determine the size of the work force and increase its size, subject to the limitations imposed by this Agreement;
- e. To hire and lay-off employees;
- f. To direct the work force, assign work and determine the number of employees assigned to operations, subject to the limitations imposed by this Agreement;
- g. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications and determine the qualifications therefore. However, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classifications and the establishment of wage rates for any new or changed classifications shall be the subject of collective bargaining;
- h. To determine lunch, rest periods and clean-up times;
- i. To discipline and discharge employees for just cause.
- j. Furthermore, the School District, as Employer, shall retain as management rights any and all powers and rights over wages, hours and other conditions of employment not abrogated in this Agreement.
- k. The School District retains the right to direct supervisory employees, non-bargaining unit employees, or other administrative personnel to perform bargaining unit duties normally performed by bargaining unit members

whenever, in the reasonable determination of the Board or its designated representative, such duties on a temporary basis are necessary to ensure continuity of essential administrative or educational function of the School District. The performance of such duties shall not, however, result in the displacement or replacement of regular bargaining unit members. The Employer shall not abridge any rights of employees as specifically provided for in this Agreement. The Union recognizes that this does not give them any rights not provided for in this Agreement or by State Law.

- l. To establish, maintain and enforce work rules relative to the job classifications covered by this Agreement.
- m. The Union shall be notified of all subcontracting of bargaining unit work in advance. However, such notification will not preclude the School District from exercising its rights under 1994 PA 112.

**ARTICLE 5**  
**WORKING CONDITIONS**

1. Both parties shall comply with all federal, state and local laws and regulations pertaining to health and safety standards.
2. The District shall identify the immediate supervisor of the bargaining unit employees.
3. Bus drivers shall follow DOT rules for breaks.
4. All employees who are asked to conduct District business by using their own vehicles on the job shall be reimbursed for mileage (including, but not limited to Bus Driver Trainer) at the IRS approved rate.
5. Substitute drivers will only be used for work when a regular driver is not available. If the district is unable to fill an extra trip run or emergency run through the contract process, the district has the right to fill such run with a substitute driver.
6. During down time, the driver shall assist in the supervision of students when requested and as needed.
7. The term “days” when used in this Article shall mean work days. Time limits may be extended by mutual written agreement.
8. The normal work year shall be consistent with break periods, holidays and vacations as listed in this Agreement, subject to the bargaining of the work year with the School District.
9. The normal work week for all bargaining unit members shall consist of a full week, Monday through Friday, except as may be interrupted by a school holiday, paid or unpaid leave, or other break pursuant to this Agreement.

**Safety and Training**

1. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The Board will provide adequate rest areas, lounges and restrooms for bargaining unit members’ use. Bargaining unit members shall not smoke on School District property.
2. The Board shall support and assist bargaining unit members with respect to the maintenance, control and discipline of students on buses and when loading and unloading buses. The Board will take reasonable steps to address problems with students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary to protect themselves, a fellow bargaining unit member, or another student from attack, physical abuse or injury, or to prevent damage to District property.

Nothing in this provision shall be construed to authorize any employee to violate federal or state law regarding student discipline.

3. The Board shall provide YEARLY without cost to the bargaining unit member the following:
  - a. Approved first aid kits and materials in all buses and other areas, including lounge areas where bargaining unit members are on duty or on standby duty and all safety equipment required by law;
  - b. Employees shall be provided appropriate training, as needed;
  - c. Pre-payment or reimbursement for all physical examinations, including testing as required by the Board or by State or Federal regulations for continued employment, if required by law.
4. It will be the administration's decision, in consultation with bargaining unit members, as to whether a bus is fit for use. Bargaining unit members will record a Daily Safety and Inspection report, and submit such report to the Transportation Department at the end of each month. If a bus has a defect, which is reported on a work order, and such defect is not remedied or repaired, said bus will be considered as unfit and unsafe for use from the date when the defect was first reported, so long as the defect is reasonably related to the safe operation of the vehicle. In such case, said bus will be removed from service until all necessary repairs have been completed.
5. A bargaining unit member will not be suspended, discharged, reprimanded or otherwise disciplined for legitimately refusing to drive a bus under the provisions of this Article. If a bargaining unit member is cited by a law enforcement agency for bus defects or equipment failure, such bargaining unit member shall not be subject to discipline if he/she has complied with the reasonable requirements of the Board pertaining to safety and maintenance, and the provisions of this Agreement.
6. Pre/post trip inspections will be made for all runs, by each bargaining unit member on the bus he/she will drive.
7. All training for new District or State mandated skills, shall be paid by the District in accordance with District policies and guidelines. The District agrees to pay for the hours of instruction (including travel time to and from training site) any associated employee expenses such as registration fees and for registration materials, mileage, lodging and meals. Employees shall be paid at the established hourly rate.
8. Bus Drivers shall be in-serviced on Department of Transportation (DOT) rules and procedures for drug testing, to the extent required by law.
9. The Driver will be notified when the videotaping system is on the bus. When investigations are conducted regarding the behavior of a student(s), the bus driver shall be informed, unless notification is against state law or the district is directed by law enforcement to not share this information.

10. Drivers are required to perform a bus inspection as part of each run, they shall be paid fifteen (15) minutes.

11. Driver trainers

- a. Shall be paid the current driving rate.
- b. Bus Driver Trainers will consist of two (2) available positions, one (1) Trainer and one (1) Alternate Trainer.
- c. All costs associated with becoming a certified Trainer will be assumed by the District.
- d. When a vacancy occurs within either of the Trainer positions, the District will notify the employees in the bargaining unit of the opening by posting for a period of ten (10) calendar days. If no employee has indicated an interest, or the Employer determines that no employee has the appropriate qualifications, the vacancy may be filled by outside hiring.
- e. The Trainer and Alternate Trainer shall have the right to replace either position upon vacancy. If either the Trainer or Alternate Trainer position remains vacant after both current employees exercise their right, the vacant position(s) shall be granted to the most senior employee.

**TRANSPORTATION RUNS**

1. For purposes of this Agreement, all bargaining unit members shall be placed in the following runs, based on their current assignments:
  - a. **Regular Run:** A Regular Run consists of two (2) routes in the a.m. and/or two (2) routes in the p.m.
  - b. **Special Education Run:** A Special Education Run is any route where only IEP'd students are picked up and delivered.
  - c. **Career and Technology Education Run:** A Career and Technology Education Run is a route where CTE students are bused to a CTE Center or other location for CTE training.
2. All runs shall be posted five (5) working days prior to the third Monday in August each year. Final run selection meeting shall be held the third Monday in August of each year. Any driver whose existing run is eliminated shall be allowed to bump a less senior driver. Further, vacancies during the year shall be posted and filled as they occur.
3. Runs, once established, will not be changed except for good reason by the supervisor. The supervisor will consult with the driver(s) and the union representative before making any run changes.
4. All Regular Drivers will select runs in accordance with seniority, starting with the senior-most driver and continuing down through the seniority list.

5. Special education runs shall be bid on an annual basis at the final run selection meeting, and cannot be bumped for one year. In the event a driver assigned to the ISD run wishes to take the summer months off work (per the ISD calendar) due to unforeseen circumstances and with the approval of the Director of Transportation, said request must be made to the Director of Transportation no later than May 1<sup>st</sup> of the current school year. Once said request is approved, the Employer shall post the summer route opening for bid for a period of five (5) working days. The position will be offered to the most senior driver applicant upon approval by the Director of Transportation and School Board.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

1. **DEFINITION**

A grievance is a claim by a member or members, or the Union, that there has been an alleged violation, misinterpretation or misapplication of one or more specific terms of this Agreement, or written policy of the Board.

2. **HEARING LEVELS**

a. **INFORMAL LEVEL:** When a cause for an alleged violation occurs, the affected bargaining unit member(s) shall request a meeting with his/her immediate supervisor within ten (10) days of the event giving rise to the grievance and, in the event of a payroll dispute, ten (10) days after the check is issued. The Union may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the violation in writing in the form of a grievance as provided hereunder.

b. **FORMAL LEVEL 1:** If a complaint is not resolved in a conference between the affected bargaining unit member(s) and the immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within ten (10) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within ten (10) days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.

c. **FORMAL LEVEL 2:** If the Union is not satisfied with the disposition of the grievance at Level 1, or if no disposition has been made within ten (10) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or his/her designee within ten (10) days from the date the disposition was due. Within ten (10) days after the grievance has been so submitted, the Superintendent or his/her designee shall meet with the Union on the grievance. The Superintendent or his/her designee, within ten (10) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and the grievants.

d. **FORMAL LEVEL 3:** If the Union is not satisfied with the disposition of the grievance a Level 2, within ten (10) days of the Superintendent's written decision, the Union may submit the grievance to the Board of Education. The Board of Education shall meet with the Union on the grievance no later than the next regular or special meeting of the Board of Education, but in no case more than thirty (30) days from the receipt of the grievance. The Board of Education, within ten (10) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and the grievant.

e. **FORMAL LEVEL 4:** If the Mason Transportation Association's Grievance Panel or Executive Board decides to refer the grievance to arbitration, written notice of

that request shall be submitted to the Superintendent within ten (10) days of the Board's decision. Such grievance shall be presented before an impartial arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the date of request for arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association, and these rules shall likewise govern the arbitration proceeding. In no event shall an arbitrator be empowered to modify, detract from or alter the provisions of this Agreement. The decision of the arbitrator shall be binding and in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. All arbitration hearings will be held at the School District.

The arbitrator shall confine his/her decision to the particular case submitted to him/her. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement. The arbitrator shall not render any decision, which would require or permit an action in violation of the Michigan School Laws.

The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant. The costs for the services of the arbitrator including expenses, if any, shall be borne equally by the Board and the Union. Probationary employees are excluded from the arbitration process as to discipline only, and from Article VI as to discharge.

#### **MISCELLANEOUS CONDITIONS:**

1. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
2. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level #2 of the grievance procedure.
3. If any non-probationary bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost; however, in the case of arbitration, the arbitrator's decision will be binding. If any bargaining unit member shall have been found to improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
4. For the purposes of assisting a bargaining unit member or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Board shall permit a Union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Board which pertain to an affected bargaining unit member or any issue in the proceedings in question. All requests for records will be in accordance with the law. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
5. Only the Union, and not an individual driver, may submit a grievance to arbitration.
6. The arbitrator shall have no power to rule on the discipline or termination of services of a probationary employee.
7. In the event the Employer does not meet on or answer a grievance within the time limits, the grievance will be deemed to be denied and the Union may move the grievance to the next step



in the grievance procedure. Failure to timely initiate or move the grievance by giving written notice to the Employer within ten (10) days after the meeting or answer was required by the contract shall result in the involved grievance being deemed to be abandoned and settled on the basis of the Employer's last answer.

**ARTICLE 7**  
**DISCIPLINE OF EMPLOYEES**

1. No employee shall be disciplined or discharged without reasonable and just cause. The Employer will utilize progressive disciplinary techniques when correcting an employee. The parties recognize that when implementing progressive discipline some acts of misbehavior are so repugnant as to require severe disciplinary measures for first offenses. The progressive disciplinary policy will be as follows:
  - a. Oral warning with written documentation in the Employee's file.
  - b. Written reprimand.
  - c. One (1) day suspension without pay.
  - d. Three (3) day suspension without pay.
  - e. Discharge.
  
2. If a new Michigan law is passed and signed that denies "just cause" for "discipline and discharge" and imposes "arbitrary and capricious" for Public School Transportation employees, then it shall be in full effect in the contract upon its enactment.
  
3. All supervisors shall be cautioned against reprimanding employees in the company of other employees (except representatives) or other adults or students.
  
4. In the case of a dismissal, discharge or suspension of an employee, the Union President or Association Rep shall be advised of the reasons for dismissal, discharge, or suspension as soon as reasonably possible. Written notification of dismissal, suspension, and other disciplinary action shall be sent to the employee and the Union. Causes which may be deemed sufficient for suspension, dismissal or other appropriate disciplinary action include, but are not limited to, the following:
  - a. Unauthorized or excessive absence without good reason from work;
  - b. Commitment or conviction of any criminal act;
  - c. Disorderly or immoral conduct;
  - d. Incompetence or inefficiency;
  - e. Insubordination;
  - f. Bringing intoxicants (including alcohol or drugs) into, or consuming intoxicants on any school property, or reporting for work or driving a bus under the influence of intoxicants of any kind, in any degree whatsoever;
  - g. Neglect of duty;
  - h. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment;
  - i. Violation of any lawful regulation or order made by a supervisor;
  - j. Willful violation of any provisions of this Contract;
  - k. Deliberate falsification of records and reports.
  - l. Unprofessional or inappropriate conduct;
  - m. Accidents, poor driving or receipt of traffic citation.

5. All dismissal and suspensions shall be without pay. No suspension shall be effective for a period of more than ten (10) working days without the prior approval of the Superintendent.
6. All written references to driver's verbal warnings will be removed after twelve (12) months, provided there is no discipline on the employee's record for a similar offense. If the offense has been repeated, the removal period shall be twenty-four (24) months. The Bullard – Plawecki Employee Right to Know Act states (423.507) "An employer shall...review and delete disciplinary reports, letters of reprimand and other records of disciplinary action which are more than four (4) years old. All other rights under this act shall be enforced.
7. Any written or oral complaint directed toward an employee shall be called to the employee's attention. If such complaint is to be made part of the employee's personnel file or a matter of other written record, management must reveal the name of the complainant and the nature of the complaint. The employee may submit a written statement to be attached to and filed with the original complaint.

**ARTICLE 8**  
**SICK LEAVE**

1. For purpose of calculating sick leave accrual, one (1) day of sick leave per month is earned when the employee works or is on a paid leave for one-half (1/2) the number of days scheduled to work for that month. If the employee is on an unpaid leave for one-half (1/2) the number of work days during any month, the employee will not earn a sick day for that month. The unused portion of sick days shall accumulate from year-to-year to a maximum of 125 days (531.25 hours). In the case of the twelve (12) month ISD driver, the maximum accumulation shall be 135 days reduced to hours. The actual number of days/hours used as sick days will be indicated on the employee's paycheck and can be reviewed at any time via the Employee Access Center. Sick leave hours shall be based on the actual number of hours worked with a four (4) hour minimum daily. When a driver takes on additional driving hours on a temporary basis, credit will be given only if the hours are driven for four (4) consecutive weeks.
2. The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:
  - a. **Personal Illness or Disability** - A bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
  - b. **Illness in the Immediate Family** - A bargaining unit member may use for serious illness in the immediate family sick leave which requires the employee's presence. Immediate family shall be interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, grandparents, or any other member of the family or non-immediate family member who is a resident of the household in which the employee is residing. Stepchildren are included in non-immediate family.
3. After 5 consecutive days of absences, or when abuse is suspected, the Director of Transportation may require a doctor's note, which confirms the need for the day.
4. Where appropriate, the employee will be required to substitute accumulated sick leave for Family Medical Leave Act leave as permitted by law.
5. A lack of substitute drivers shall not be an adequate reason to deny an employee the use of any leave.
6. If a regular bus driver takes a paid or unpaid leave the district has the right to hire a substitute bus driver fill the route. If the same driver has an additional run/extra run (ie. mid-day run), that run shall be posted per the contract until the driver on leave returns. (MTA and MCS)

**ARTICLE 9**  
**OTHER PAID LEAVES**

1. **Personal Business Days** - Three (3) personal business days for personal business or emergency situations which cannot be taken care of outside work hours may be allowed per year. These days shall be noncumulative. Request for personal business days shall be made at least 24 hours in advance of the time to be used and must be approved by the Director of Transportation. Requests cannot be cancelled within that 24-hour period unless approved by the Director of Transportation. Any personal business day which is not used during the school year may be applied to the accumulated sick leave at the end of the fiscal year. Personal Business days shall not be used for the following purposes:
  - a. To extend a school holiday and/or vacation.
  - b. To work at other employment.

Should the number of bus drivers requesting personal leave for the same day result in the District not having enough drivers to fill all runs, or would result in a disruption in the transportation of students, such leaves shall be granted in the order they were requested.

2. **Jury Duty** - Any bargaining unit member called for jury duty, or who is subpoenaed by the Board of Education to testify during working hours in any judicial or administrative hearing, including Board requested attendance during an arbitration or fact-finding proceeding, shall be paid his/her full compensation for such time. Any check received by an employee for such duty shall be endorsed by the employee and sent to the Mason Business office. This section shall not apply to situations where the employee is a party to litigation (civil, criminal, labor arbitration or administrative hearing) against the Board of Education or is subpoenaed by the Union to testify against the Board of Education.)
3. **Bereavement/Funeral Leave** - The bargaining unit member shall be granted a maximum of three (3) consecutive days paid leave per event for immediate family members. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents-in-law, children, grandchildren, step related family members and grandparents, or permanent residents of the employee's household. Two (2) additional days with pay deductible from sick leave or personal business days may be taken, if necessary. Unused funeral/bereavement leave shall not be cumulative. Five (5) more additional days with pay deductible from sick leave or personal business days may be granted for travel or personal business by the Superintendent at his/her discretion. An employee may submit a request to the Superintendent for one (1) day paid funeral leave due to the death of an individual whose relation with the present employee warrants such attendance. If such request is granted, the day shall be deducted from any accrued sick leave or personal business days. Requests for bereavement leave shall be made through the immediate supervisor.
4. The 12-month bus driver assigned to the ISD run shall be entitled to 2 weeks of vacation pay, based on the number of hours actually worked for the fiscal year, which shall be taken during the period that the ISD is closed for summer vacation.

**ARTICLE 10**  
**UNPAID LEAVES**

1. A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application, be granted a leave of absence without pay or benefits for the duration of such illness or disability, up to one (1) year, and the leave may be renewed for one additional year upon written request of the bargaining unit member. Members will be allowed to maintain benefits by timely payment of premiums to the School District under the provisions of COBRA.
2. Leaves of absence without pay or benefits up to one (1) calendar year in duration shall be granted upon written request from a bargaining unit member. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leaves. Parental/Child Care Leave requests shall also include a statement from the attending physician, indicating the anticipated date of birth of the child, where applicable. At least fifteen (15) calendar days prior to the date a leave is scheduled to expire, a bargaining unit member must notify the Board in writing of his/her intent to return to work when possible. If the bargaining unit member fails to do so, he/she will be subject to applicable job abandonment laws and policies. Unless otherwise provided herein, seniority shall continue to accrue only for one (1) year while on leave of absence.
3. Unpaid leaves of absence may be taken for the following purposes:
  - a. **Military Leave** - A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make him/herself available for active duty in the National Guard or Reserve. Application for such leave shall be filed as soon as possible before the absence and request to return shall be submitted within thirty (30) days from the official discharge date.
  - b. **Public Service** - A leave of absence not to exceed four (4) years shall be granted to any bargaining unit member upon application for the purpose of campaigning for or serving in a public office.
  - c. **Disability** - Any employee who can anticipate a prolonged disability which would cause the employee to be absent from work for five (5) consecutive days or more (such as scheduled surgery, other confinement to home or hospital, including maternity) shall notify the Transportation Director in writing as soon as possible. The notification shall contain the projected dates of absence. It is understood that use of sick leave shall be only for the duration of the actual incapacity. The Board reserves the right of written verification from a physician. Any employee who can anticipate a prolonged disability shall have the option of an unpaid leave of absence for up to one (1) year or receiving whatever sick leave benefits may be available only for the duration of the actual incapacity.

- d. **Family and Medical Leave Act** - It is the policy of the School District to comply with the provisions of the Family and Medical Leave Act of 1993. Under the Act, employees are entitled to up to twelve (12) weeks of unpaid leave of absence for certain family and medical reasons, if the employee has worked for at least one (1) year and worked at least 1,250 hours over the past twelve months.
  - e. **Worker Compensation** - Bargaining unit members collecting Workers Compensation Benefits shall receive the same consideration as employees on an unpaid leave. Seniority shall continue to accrue only for a maximum of one (1) year while collecting Workers Compensation Benefits.
  - f. **Special Circumstances** - employees may be granted unpaid leave days. These days must be requested by the employee one week prior to use and approved by the Director of Transportation. These days may not be used to work at another place of employment.
4. An employee who is on layoff, unpaid leave of absence or worker's compensation without supplementation for more than thirty (30) calendar days (actual or anticipated) shall be ineligible to bid on any vacant runs. When said employee returns to work he/she shall first return to the run he/she bid on at the final bid in October of the school year he/she returns. If he/she has not bid on a permanent run for that school year, he/she shall be able to bid on runs held by any employee with less seniority. Any drivers displaced by the second alternative shall be eligible to bid on runs held by less senior drivers.
- If the anticipated or actual absence is for less than thirty (30) calendar days, the run shall be filled under the provisions of Article XI, paragraph 6(k). Furthermore, the affected employee will continue to be eligible to bid on all permanent run vacancies occurring during his/her absence.
5. There is no accrual of sick time while an employee is on layoff, unpaid leave of absence, or worker's compensation without supplementation.

**ARTICLE 11**  
**SENIORITY**

1. Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Time worked as substitute bus driver shall not count toward seniority except to break a tie. Accumulation of seniority shall begin from the bargaining unit member's first working day as a regular driver. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by time worked within the District as a driver or substitute driver. If neither individual has worked for the District as a driver, the position shall then be determined by lot drawing.
2. Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.
3. The Board shall prepare, maintain and post the seniority list for all Regular Bus Drivers. The initial seniority lists shall be posted conspicuously in the bus garage and drivers' lounge area, within thirty (30) work days after the effective date of this Agreement with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority lists and subsequent revisions shall be furnished to the Union. Any employee objecting to the seniority list shall do so within fifteen (15) days of the posting. Thereafter, the list shall be final and conclusive.
4. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement and/or transfer to a non-bargaining unit position.



**ARTICLE 12**  
**EXTRA/EMERGENCY TRIPS**

1. “Extra Trips” are defined as those times when the District needs a bus driven that is not covered under regular runs and are prearranged with district request form (ie. field trips, athletic trips, emergency field trips, summer field trips, and summer work) provided to the drivers on the Extra Trip List.
2. All Extra Trips will be paid on an hourly basis, with a one (1) hour minimum guarantee.
3. A list of Extra Trips will be posted and maintained by the Transportation Department. Whenever a field trip request is received by the Transportation Department, such request will be posted by Friday so that interested bargaining unit members may anticipate field trip dates and times.
4. Extra Trips that occur Tuesday through the following Monday will be issued on the first Monday of school. If schools are closed on Monday, the field trips will be issued on the next day that schools are in session.
5. The filling of Extra Trips shall be done from the Extra Trip Seniority roster. The Extra Trip roster is based on seniority on the first day of that school year. This Extra Trip roster shall be continuously used from Labor Day to the day before Labor Day (ie. one year). An optional meeting will be held on Monday following the am run to fill the posted Extra Trips. Employees may provide the district with their list of requested Extra Trips in order of interest in lieu of attendance. It shall be the employee’s responsibility to provide their requests prior to the Monday am meeting.
6. In the event no one accepts an Extra Trip, it will be assigned to a substitute driver.
7. All regular bus drivers shall be eligible for Extra Trips.
8. Emergency Trips are any Extra trips that occur during the said week after the extra trip list has been created and distributed on Friday. To assign drivers to such trips, the Supervisor will begin by offering the trip(s) to the driver whose name is next on the master Extra Trip Seniority list. Acceptance or refusal of an “emergency” trip will not disqualify the bargaining unit member from eligibility for Extra Trips nor for “Emergency Trips” where the driver’s name is again next in rotation. Successive “Emergency Trips” during a week will be offered to drivers in rotation order. Each week the Emergency Trip selection starts with the driver that follows the last driver on the Extra Trip Seniority list.
9. When an Extra Trip is canceled by the district, the driver will be given an “owe” for that specific trip list. The Extra Trip “owes” will start the next week picks.
10. If the driver does not receive advance notice for an Extra or Emergency Trip being canceled they will receive one hour of wages for in-district and two hours wage for out-of-district or

actual time spent, which ever is greater. When Emergency Trips are canceled with advance notice to the driver, they will not be owed the next Emergency Trip.

11. A regular driver taking an Extra Trip shall be allowed to complete any portion of her/his regular run, which can be completed without affecting the Extra Trip.
12. Summer Work
  - a. not to include the ISD consortium summer run(s) if driver is transporting the same student(s) on the same run(s).
  - b. defined as any Extra Trip or Emergency Trip run that occurs after the last scheduled day of school until the first scheduled day of school.
13. Due to management error, if more busses are scheduled than needed and the bus is not used after the drivers sit in front of the school, the driver will be paid two (2) hours of show up time and also given first choice of Extra Trips on Monday.
14. Members of the Union's bargaining team shall not be removed to the bottom of the Extra Trip roster when they cannot accept a trip because of scheduled negotiations.
15. If the Extra Trip occurs without down time (bus continues running) in connection to the drivers' am or pm run, the driver shall not do the obligatory fifteen (15) minute inspection.
16. Extra Work shall be defined as Weather Run, completing another driver's run so they can drive an Extra Trip, Shuttle Run and Mechanical Run. A separate Seniority roster will be used for these infrequent runs. It shall be used continuously from Labor Day to the day preceding Labor Day of the following year. If a run occurs that falls outside Extra Trips, the Association and District will work to determine whether it is an Extra Run or Extra Work.

**ARTICLE 13**  
**POSTINGS, VACANCY AND PROBATION**

1. The President of the Association will be sent copies of all postings.
2. If the assigned run changes by fifteen (15) minutes or more per day or over the original posting, it shall be listed as a new run and posted as a vacancy.
3. When a run is posted under this paragraph, all drivers may bid on the run. The work will be awarded in accordance with driver's seniority. The run will be considered a permanent situation – the successful bidder will not qualify for additional health benefits under these circumstances.
4. There will be a transportation aide assigned to all field trips for special needs students so long as the individualized education plan (IEP) requires it.

**ARTICLE 14**  
**PROBATIONARY EMPLOYEES**

1. Probationary Employees - A new employee must serve a probationary period of ninety (90) working days, or the equivalent, from date of hire in the bargaining unit as a regular driver or substitute driver (if days of employment occur in the preceding 24 months). If a substitute driver works ninety (90) or more days in the prior twenty-four (24) months of their hire date, they shall have completed their probationary period.
2. During the probationary period such probationary employee may be dismissed without cause.
3. All Probationary Employees shall be placed at the bottom of the seniority list (Extra Trip, Emergency Trip, etc.) upon the action of the Board.
4. To be employed as a school bus driver a person must meet all of the requirements established by Michigan law and all regulations of the Michigan Department of Education.
5. Bus drivers are required to have a physical examination in accordance with State law at the Board's expense. The Board may require a driver at any time to have a physical examination if there is evidence of a driver's probable incapacity or disability and the Union has been apprised of such conclusion on the part of the Board. In such event, the Board may select the physician, and the Board will pay all costs associated with the examination, including any scheduled lost wages.

**ARTICLE 15**  
**REDUCTION IN PERSONNEL, LAYOFF AND RECALL**

1. Layoff shall be defined as a reduction in the work force beyond normal attrition as determined by the Board. In the event of a reduction in work force, the Board shall first lay off probationary bargaining unit members, then the least senior bargaining unit members. In no case shall a new employee be employed by the Board while there are laid off bargaining unit members who are qualified for a vacant or newly created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of positions, shall have the right to assume a position, for which they are qualified, which is held by a less senior bargaining unit member.
2. There shall be no reduction in the normal work hours provided for any bargaining unit member or position without prior notice to the Union. In the event of a twenty percent (20%) change in work hours of a senior employee, a bargaining unit member with the greater seniority may use same to maintain his/her normal work schedule by displacing the regular full-time driver with the least seniority.
3. A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their insurance benefits by paying for such benefits at the regular monthly subscriber group rate premium to the Board under the provisions of COBRA. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Any bargaining unit member who has completed thirty (30) work days, shall be deemed qualified for any position. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Board notified as to his/her current mailing address. Failure to do so shall preclude the filing of any grievance or taking of any other recourse available to the bargaining unit member. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Board may fill the position on a temporary basis until the recalled bargaining unit member can report for work provided the bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights

ARTICLE 16  
COMPENSATION

1. All new employees will be reimbursed for expenses, i.e. license fees and road test fees, after the first year or nine (9) months of employment whichever is smaller.
2. The Board shall pay each driver for four (4) hour minimum pay per day for the regular runs. Administrative directed time in excess of four (4) hours per day shall be paid at the appropriate rate of pay. Said pay shall be calculated in six (6) minute increments. Regular drivers, whose regular runs are completed in less than four (4) hours may be assigned additional duties to fill all four (4) hours. If a regular run extends for three straight days beyond the four (4) hours due to increased students, the driver shall be paid for the additional driving time (per FLSA and MI Wages and Hours Law). The driver must give notice to their supervisor that they are going over the four hour minimal. Each time a driver is required to perform a bus inspection as part of their run, they shall be paid an additional fifteen (15) minutes. This shall not apply to the a.m. and p.m. runs covered by the four (4) hour guarantee.
3. Bus drivers will be paid bi-weekly according to the wages and benefits delineated in this agreement.
4. Employees severing employment (including death) with the Board after at least ten (10) years of service in the Mason Consolidated Schools shall be paid for a maximum of 115 accumulated sick days as follows:

10-14 years of experience with bargaining unit	30% of current per diem
15-19 years of experience with bargaining unit	40% of current per diem
20+ years of experience with bargaining unit	50% of current per diem
5. All employees shall receive overtime for hours worked in excess of forty (40) per week.
6. If a pay check error occurs because of management or computer error, a check will be written for the difference within two (2) working days or the next paycheck with the approval of the Association.
7. No later than October 30, 2016 the Association and the Board will commence bargaining to re-address wages for the 2016-17 school year. It is the agreement of the Association and the Board that these negotiations will not reduce wages or compensation.
8. If drivers are offered temporary vacant aide runs and/or aide positions. Drivers working under this provision shall be paid at the downtime rate.

ARTICLE 17  
EXTRA TRIPS

1. Expenses incurred by the bargaining unit member while on a field trip will be reimbursed by the Board, so long as the expense is actual, necessary and reasonable. Whenever practicable, the Board will provide the bargaining unit member with a Board charge card for purchases of fuel, lodging, etc.
2. A list of extra trips will be posted and maintained by the Board. Whenever a field trip request is received by the Transportation Department, such request will be posted so that interested bargaining unit members may anticipate field trip dates and times.
3. Extra trips shall be paid at the driver's regular hourly rate, or overtime rate, if applicable, for all hours of actual driving time. In-District Extra trips shall be guaranteed a minimum of one (1) hour driving time. Out-of-District Extra trips shall be guaranteed a minimum of two (2) hours driving time. Down time, when a driver is not driving, shall be compensated at the contractual rate of pay, beginning on the date of ratification of this Agreement.
4. A driver whose Extra trip has been canceled for any reason will be offered first choice the following Monday (OWE). If the driver does not receive advance notice for a Extra or Emergency Trip, she/he will receive one hours of wage for in-district or two hours pay or actual time spent, whichever is greater. When Emergency or Extra trips are canceled with advance notice to the driver, the driver will not be owed the next trip.
5. If an Extra trip is canceled without advance notice, and the driver's regular run is taken by someone else, the driver will be paid for her/his regular run. A regular driver taking a field trip shall be allowed to complete any portion of her/his regular run which can be completed without affecting the field trip. Management shall make a reasonable attempt to notify drivers of emergency field trips. If a regular field trip is canceled or there are multiple cancelations, the drivers will receive an "owe" for the following week. The picks will start with the "owes" and filled by the way they were filled the previous week.
6. On overnight trips, a driver will be paid actual drive time plus all time spent at the event (down time). A driver will not be paid for "non-down time" (e.g. sleeping time). Fuel, lodging and meal costs will be borne by the Board either through cash advances to the bargaining unit member or by the use of a Board credit card. The driver will be provided his/her own separate lodging.
7. Due to management error, if more busses are scheduled than needed and the bus is not used after the drivers sit in front of school, the driver will be paid two (2) hours of show up time and also given first choice of field trips on Monday.
8. Members of the Union's bargaining team shall not be removed to the bottom of the field trip roster when they cannot accept a trip because of scheduled negotiations.

9. "15 minute window" - Athletic Trips All efforts shall be made for the employee to finish their assigned route prior to transporting an athletic team to their competition site. For example; the departure time provided by the Athletic Department may be adjusted by fifteen (15) minutes upon request.
10. A one (1) hour minimum guarantee shall apply to all Extra runs.



**ARTICLE 18**  
**SEPERABILITY**

If any provisions of this Agreement or any application of this Agreement to any bargaining unit member or employee of group of bargaining unit members or employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or application shall continue in full force and effect. It is further agreed that with ten (10) days of notification of a final and binding determination of illegality, the Board and the Union will commence negotiation to reach a new agreement concerning the subject matter of the provision determined to be illegal. If the parties do not reach and ratify an amendment to the agreement within thirty (30) days, the matter may be referred to binding interest arbitration by either party. The rules of appointment and procedure of the American Arbitration Association will be followed in such arbitrations.

**ARTICLE 19**  
**NEGOTIATIONS PROCEDURE**

1. Both the Employer and the Union agree to comply with all provisions of PERA regarding negotiation procedures.
2. Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the expiration of the Contract term. Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators. When negotiations are conducted during regular school driving hours, release time (School Business) shall be provided for the Union's negotiating committee.
3. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
4. There shall be two signed copies of any final Agreement. One copy shall be retained by the Employer and one by the Union. The Union will supply copies of Agreements to bargaining unit members and two (2) copies of School Personnel Policies will be furnished to the Union. Working conditions are subject to bargaining (permissive and mandatory) under PERA. The district and the association have the right to give notice of bargaining for those topics that are silent within the collective bargaining agreement.
5. The Union and the School District shall have the right to request a special conference to discuss matters of mutual concern when such need arises. Requests for special conference shall be in writing and shall specify the purposes of the meeting and contain a proposed agenda. The Superintendent of Schools shall schedule the meeting within five (5) working days of receiving the request.

ARTICLE 20  
MISCELLANEOUS

1. School calendars during the life of this Agreement shall be as set forth in the teachers' Master Agreement.
2. Any deviation shall be in accordance with the following provisions:
  - a. When school is officially called off, drivers will not report for work.
  - b. When such days are rescheduled, in order to provide the required number of days of instruction for the District to receive full State Aid pursuant to the State Aid Act, bargaining unit members will be required to report to work.
  - c. Employees shall not be required to report to work when school is canceled due to inclement weather. Employees shall be paid for the first two (2) inclement weather days (including grace days in the School Aid Act). For other inclement weather days, including fog delays, employees will be paid for make-up days, plus actual time worked with a one (1) hour minimum guarantee for employees who report for work because the notice of closure was not made thirty (30) minutes prior to their starting time. The time that the District notified the President shall be used to determine the District's liability under the Article. The District will continue the current notification procedure. Should an employee report for work more than 30 minutes prior to their starting time and school provides notice 30 minutes prior to start of the employees assignment, the employee will not be entitled to the payment as provided in this paragraph.
  - d. Employees who are requested to report to work or to stay at work when a school or other facility is closed under this provision for emergency reasons, shall be compensated at their regular rate of pay.
  - e. The rescheduling of such days shall be as is required by state law to satisfy the required number of instructional days for the District to receive full State Aid. Should the state law be amended during the term of this Agreement to permit all such days of closure without a requirement that same be rescheduled, the parties agree to revert to the practice in effect prior to the date of the present requirement.

**ARTICLE 21**  
**EVALUATION OF PERSONNEL**

1. The School District shall have the right to evaluate all personnel in the performance of the respective duties and responsibilities of the positions they hold as defined by the job description for each respective position. The purpose of the evaluation instrument shall be to assess the relative strengths and weakness, and areas of performance in need of improvement.
2. The Administration shall prepare a proposed evaluation instrument. The proposed evaluation instrument shall be submitted to the Union not later than October 1st of each year. This requirement shall be waived on any given year in which the evaluation instrument is not modified. The Union shall have thirty (30) days within which to suggest changes, modifications or alterations, including the right to submit an entirely different instrument. Any dispute concerning the instrument shall be the subject of a special conference between the School District and the Union. The final decision relative to the contents of the evaluation instrument shall be at the discretion of the School District.
3. The evaluation shall be based upon formal and informal observations of the employee, as well as material events, occurrences, and activities within the knowledge of the evaluator, or which can be substantiated by reliable evidence. A formal observation shall be one for which the employee is afforded twenty-four (24) hour notice, and an informal observation is one which occurs with less or no notice whatsoever. The evaluation will be done by the immediate supervisor of the employee.
4. The completed evaluation shall be delivered to the employee within a sixty (60) day period after completion thereof, but no later than May 15th of each year. All evaluations shall be placed and retained in the employee's personnel file. Upon request, the Union shall be furnished copies of all documents which affected the employee's evaluation.
5. The evaluation shall be presented to the employee at a conference which will be held with his/her immediate supervisor. Both the immediate supervisor and the employee shall be required to sign the evaluation. The employee's signature is to be construed as an acknowledgment that he/she received a copy of the evaluation and not as an agreement with its contents. If the employee disagrees with the contents of the evaluation, he/she shall have the right to submit a written statement commenting on the evaluation. The employee's response shall be limited to four (4) pages of standard size paper.
6. In the event that an employee is given an unsatisfactory evaluation, the School District shall inform the employee of the alleged deficiencies, and what needs to be done to improve, in writing. In such cases, the appropriate administrator shall prepare an individual development plan in consultation with the employee, the Union and the Administration. The employee shall be afforded a reasonable time to improve. However, the responsibility for improvement within a reasonable time rests with the employee. The period of time will relate and be directly proportional to the seriousness of the deficiency.

7. It shall be the responsibility of the immediate supervisor of an employee subject to an individual development plan, to evaluate the employee twice during the next six (6) month period following the issuance of the IDP. The evaluation shall address and assess the performance of the employee relative to the areas of alleged deficiency specified in the IDP, and shall recommend to the employee and the Board of Education any action deemed appropriate.
8. At the successful completion of an IDP, all parties shall be notified and be documented in the employee's personnel file. Any issue defined in a successful IDP shall not be used negatively in future evaluations.
9. The Association and the District commit to review this Article during the 2016-17 school year.

**ARTICLE 22**  
**INSURANCE COVERAGE**

Employees covered by this Agreement shall be entitled to receive insurance benefits in accordance with the terms and conditions of this Article.

1. Those employees who work more than an average of 30 hours per week shall qualify for single subscriber coverage for health care insurance, life insurance/AD&D, dental insurance, and vision insurance. For those employees who work more than an average of 30 hours per week, the Board of Education shall contribute up to the “hard cap” amount for single coverage insurance per 2011 Public Act 152 toward health/medical insurance coverage. Employees will contribute toward the cost of health/medical insurance for everything above the Board’s contribution through automatic payroll deduction.

**Group Term Life Insurance/AD&D**

The District will provide each Driver (**Regular, CTE and Special Education**) with a Term Life insurance policy of \$5,000.00, plus \$5,000.00 Accidental Death or Dismemberment, at no cost to the driver.

**Health Care Insurance**

The Board of Education shall provide one of the three following options for those employees who work more than an average of 30 hours per week:

MESSA Choices II insurance - single subscriber coverage. Employees shall be subject to the Saver Rx prescription program, \$20 office visit co-pay, \$25 urgent care co-pay, \$50 emergency room co-pay, and \$500/\$1000 deductible.

MESSA ABC Plan 1 insurance- single subscriber coverage. Employees shall be subject to the ABC Rx prescription program.

A cash in lieu payment of \$250 per month. Pak B will be provided at no cost for those employees taking cash in lieu.

**Dental Insurance**

The District shall provide Delta Dental 50/50 single subscriber coverage to regular bus drivers as part of the MESSA Pak B without premium cost to employee.

**Vision Insurance**

The District shall provide VSP-I single subscriber coverage to regular bus drivers as part of the MESSA Pak B without premium cost to employee.

All insurance benefits provided by this agreement shall be subject to review and change of carrier pursuant to the School District bidding procedures during the life of this agreement. Benefits shall remain substantially equivalent. Any change(s) in benefits or carriers are subject to mutual agreement by the parties.

2. All coverage shall be administered pursuant to the rules and regulations of the underwriter. Coverage shall become effective after the insurance company notifies the employee of his/her acceptance into the plan. The District retains the right to be the policyholder of any coverage and to bid out insurance.
3. It shall be the responsibility of the employee to report to the business office all additions/deletions of dependents or changes in coverage status within thirty (30) days of the occurrence. Failure to comply will excuse the Employer from any failure to provide coverage required by this Agreement to the extent that loss resulted from the employee's failure to properly notify the District of relevant information and will compel the employee to make whole the Employer for any cost sustained. It is the responsibility of the employer to inform all employees of applicable changes in health care coverage laws (both state and federal) and how it will effect the employee.
4. At least annually, the employees will disclose any other health care coverage under which the employee, his/her spouse or dependents are covered so that the District may be assured that claims are processed in the proper order and that its claim history is not distorted.
5. All traditional insurance programs outlined in this Article shall run from July 1st through June 30th of each year, All Health Saving Account insurance programs shall run from January 1 to December 31. Employees who resign their positions shall have their insurance terminated at the end of the month they terminate. If the employee goes on leave they are subject to the provisions of COBRA (Comprehensive Omnibus Budget Reconciliation Act).
6. Employees working less than an average of 30 hours per week may purchase health care insurance, life insurance/AD&D, dental insurance, and/or vision insurance with the full cost of said insurance paid for by the employee. Those employees working more than an average of 30 hours per week may purchase health care insurance, life insurance/AD&D, dental insurance, and/or vision insurance for two-persons or a family with the full cost of said insurance paid for by the employee minus the cost of single coverage insurance.
7. This article is subject to the Affordable Care Act and all employees shall be granted their full rights under the act.

**ARTICLE 23**  
**EMERGENCY FINANCIAL MANAGER**

If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

**ARTICLE 24**  
**DURATION OF AGREEMENT**

This Agreement shall be effective as of the 17th day of October, 2016 and shall continue in effect until the 30th day of June, 2018.

WITNESSETH:

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this 19<sup>th</sup> day of December, 2016.

FOR THE UNION:

FOR THE BOARD:

Mary Kaye Heck

Association President

Patricia Larrow

Board President

Jacqie Thoma  
Bargaining Team Member

Tara Tubus

Board Secretary

Bonnie Cousner

Bargaining Team Member

Andrew J. [Signature]

Superintendent

\_\_\_\_\_  
Bargaining Team Member

Chi Dusek

MEA UniServ Director



**SCHEDULE A RATES**

**January 1, 2017- 2018**

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<b>Driving AM &amp; PM Reg. Run</b>	<b>\$58.92</b>
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<b>Field Trip Per hour drive time</b>	<b>\$14.73</b>
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<b>Down Time Per hour</b>	<b>\$12.03</b>
<hr/>	
<b>Premium Rate Per hour</b>	<b>\$3.25</b>

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No later than October 30, 2017 the Association and the Board will commence bargaining to re-address wages for the 2017-18 school year. It is the agreement of the Association and the Board that these negotiations will not reduce wages or compensation.

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1. Included in 4.0 guaranteed hours is actual driving time of A.M. and P.M. elementary and secondary bus runs, wait time, bus checks, bus fueling and bus cleaning. Additionally, drivers will be paid on an hourly basis for activities and/or events pertaining to and arising from job performance and other related transportation issues as approved by the School Administration.
2. A premium rate of \$3.25 per hour will be paid for all driving hours for field trips during the school year which occur on or during weekends or weekdays where students aren't scheduled for instruction. This will include athletic trips that may occur before/after the school year begins/ends.
3. To reward employees for good attendance, the Board will pay each employee with perfect attendance a sum of \$300 (\$500 for ISD). The use of personal/bereavement/jury days will not count against perfect attendance.

In addition, employees who have worked in the District for at least ten (10) years will receive longevity pay:

10-14 years of District Experience	\$100.00
15-19 years of District Experience	\$150.00
20-24 years of District Experience	\$175.00
25 or more years of District Experience	\$200.00

Perfect attendance and longevity pay will be calculated at the end of the fiscal year and paid no later than the first pay in August.