

AGREEMENT

Between the

BOARD OF EDUCATION
OF THE SCHOOL DISTRICT
OF THE CITY OF BATTLE CREEK

And the

BATTLE CREEK TRANSPORTATION
ASSOCIATION/MEA/NEA

2004 - 2005

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Article I
RECOGNITION

The Board hereby recognizes the Battle Creek Transportation Association, MEA/NEA as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 as amended for all regular and part-time transportation personnel and probationary drivers employed by Battle Creek Public Schools; but excluding all substitute drivers, all full time and regularly employed part-time special education support persons who are assigned to teachers of the emotionally impaired (EI), educable mentally impaired (EMI), vision (VI) and hearing impaired (HI) and in-school suspension support persons (ISS), instructional reading support persons at high school, Title I instructional support persons, Article 3 instructional support persons, bilingual instructional support persons, adult education support persons, security support persons, SAVE program support persons and support persons employed at the Calhoun Area Technology Center, Indian Education support persons, Outdoor Education Center camping support persons, clerical support person employed at Southwestern Junior High School, hostesses, noon hour supervisors, special education attendants, all students employed by Battle Creek Public Schools, supervisors such as certified classroom teachers, physical therapists, occupational therapists, nurses, administrators and other supervisors, and all other employees of Battle Creek Public Schools.

When used in this Agreement the term "employees" shall be deemed to refer to all employees included in the above-described bargaining unit.

The terms "transportation", "transportation employees," "transportation personnel," and "drivers" shall include only those employees who are currently, or in the future, members of the bargaining unit pursuant to and in accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended, and in conformity with the certification issued by the Michigan Employment Relations Commission on March 21, 1991 in Case No. R 91 A-14 and as certified by MERC.

ARTICLE II
CONFERENCE COMMITTEE

- A. A Conference Committee representing the Association and the Board shall meet at least bi-monthly during the duration of this Agreement unless mutually waived, for the purpose of reviewing the administration of the Agreement and resolving problems or concerns that may result from this Agreement.
- B. The Committee shall be composed of three (3) members of the Association selected by the Association and three (3) members selected by the Board.
- C. Each party shall submit to the other, at least one (1) week in advance, when possible, an agenda covering what they wish to discuss.
- D. Should such a meeting result in a mutually acceptable amendment to this agreement, then the amendment shall be subject to ratification by the Board and the Association.

- E. The Committee shall meet for the purpose of developing a job description for transportation employees.

ARTICLE III
MANAGEMENT RIGHTS

- A. The Employer, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.
- B. The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.
- C. The Board has the right to adopt rules, regulations and policies pertaining to Transportation Employees that the Board deems necessary. The exercise of these powers, rights, authority, duties and responsibilities by the Board and adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement. For example, the Employer may place a new driver at a pay step higher than Step 0.
- D. No provision of this Agreement shall be construed as limiting or restricting the Board's rights regarding those matters which are designated as management rights and prohibited subjects of bargaining under the Public Employment Relations Act.

ARTICLE IV
ASSOCIATION RIGHTS

- A. The Board and the Association agree to abide by Act 379 of the Public Acts of 1965, as amended, and to all applicable laws and statutes pertaining to employees' rights and responsibilities. The parties further agree that there shall be no discrimination against any employee by reason of membership in the Association or participation in the lawful activities therein.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. Meetings are to be requested in writing in advance and subject to regular scheduling procedures. Meetings are not to interfere with the regularly scheduled school activities.

- C. Bulletin board space conveniently located, and the use of telephone communications for local calls to be used on a reasonable basis, shall be made available to the Association and its members. The Association may use the school mails for the distribution of materials related to school business. Should there be any determination that such usage requires U.S. postage, the Association agrees to pay such cost or discontinue usage until an alternate plan can be negotiated.
- D. The Board agrees to furnish to the Association, in response to written requests from time to time, available information which the Association requires to process grievances, administer this Agreement, and to formulate contract proposals.
- E. At the beginning of each school year the Association shall be credited with five (5) days to be used by employees who are officers or agents of the Association.

ARTICLE V
AGENCY SHOP

- A. All employees as a condition of continued employment shall either:
 - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year or;
 - 2. Any bargaining unit member who is not a member of the Association in good standing within thirty (30) days from the driver's first workday of driving shall join the Association, or pay a service fee determined by the Association. The driver may authorize payroll deduction for such dues or fee. In the event that the driver shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the service fee from the driver's wages and remit the same to the Association. The procedure for involuntary deduction shall be as follows:
 - a. The Association shall notify the driver of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not affected.
 - b. If the driver fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Section 2, above.

- c. The Board, upon receipt of request for involuntary deduction, shall provide the driver with an opportunity for a due process hearing limited to the question of whether or not the driver has remitted the service fee to the Association or authorized payroll deduction for same.
3. Pursuant to Chicago Teachers Union vs. Hudson, 106 S ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association members who are included in the bargaining unit. The remedies set forth in the Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting driver concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. All drivers new to the District will be informed of this requirement when being offered employment in the District.

4. The Association agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the above provisions and to furnish any other information needed by the Board to fulfill the provision of this Article. The Board agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.
5. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding sections A through E of this Article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
 - a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 - b. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

- c. The Association has the right to choose the legal counsel to defend any said suit or action.
 - d. The Association shall have the right to compromise or settle any claim made against the Board under this section.
 - e. Neither the Association nor the MEA will seek to invalidate the hold harmless clause or claim that the language is unenforceable.
6. All employees new to the District will be informed of this requirement when being offered employment in the District.
- B. Authorized deduction of membership dues shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year and the Board agrees to promptly and monthly remit to the Association treasurer all Monies so deducted, accompanied by a list of employees from whom the deductions have been made.
- C. The Board shall also make payroll deductions upon written authorization from employees for the following and any other programs jointly approved by the Association and the Board:
- 1. United Educational Credit Union
 - 2. Tax-sheltered Annuities
 - 3. Insurance Options available in the District
 - 4. United Way

ARTICLE VI
EMPLOYEE RIGHTS AND PROTECTION, DISCHARGE AND DISCIPLINE

- A. Nothing contained here shall be construed to deny or restrict to any employee rights they may have under any applicable law or constitution.
- B. The private lives of employees are their own affairs unless their conduct should adversely affect their relationship with students or the discharge of their responsibilities.
- C. Both parties have the responsibility to see that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The parties to this contract agree that the goals of the district can best be reached through positive employee working relationships. It shall be the responsibility of the parties to conduct themselves in such a way as to maintain a businesslike manner of operation such as to avoid conflict or counter productive disruption of the educational environment.

- D. **Complaints Against Drivers:** After receipt of a written or oral complaint directed toward a driver, no disciplinary action of the District will be taken against the driver until after the complaint is reported in writing to the driver. Documentation of a written or oral complaint directed toward a driver shall not be placed in the driver's personnel file until the complaint is reported in writing to the driver. The employee may submit a written statement to be attached to and filed with the original complaint.
- E. **Discipline:** The Association and the Employer subscribe to the principles of progressive corrective discipline. The Employer will utilize counseling, oral warning and/or written reprimands to correct an employee's misconduct or misbehavior unless the Employer determines that the misconduct or misbehavior calls for a suspension or discharge. The Employer will not use discipline or discharge to circumvent the seniority-based layoff provisions of this Agreement and the Employer will, upon request, inform the Association of any discipline or discharge.
1. An employee who is to be disciplined shall be allowed the right to association representation. Any employee who is disciplined shall receive written notice which shall state the nature of the offense and the disciplinary action taken. A grievance, which concerns disciplinary action, may be initiated at one step higher than the person issuing the discipline.
 2. The disciplined employee will be allowed to discuss the discipline with an Association representative. Upon request the Employer will make available an area where the discussion can take place before meeting with the Employer. In emergency situations the Employer has the right to order the employee to immediately leave the Employer's property.
 3. The Employer will notify the Association of any disciplinary action that is taken against an employee.
 4. In imposing any discipline, the Employer will not take into account any prior infraction which occurred more than two (2) years previously unless the prior infraction was misconduct including inappropriate behavior with a student or students.
 5. The right to discipline drivers shall remain at the sole discretion of the Board but non-probationary drivers shall not be disciplined without just cause. A probationary driver who is disciplined by the Employer has no recourse through the grievance procedure outlined in this Agreement regarding such discipline. It is agreed that the Employer has just cause to discipline any driver who:
 - a. Is ticketed for a driving infraction committed while driving a bus; or
 - b. Is involved in an accident while driving a bus and found to be at fault; or
 - c. Is not insurable under the Employer's liability insurance covering its vehicles or is insurable only at increased premiums.
 6. A driver who is absent without leave for five (5) consecutive work days shall be deemed to have voluntarily quit and shall have no rights to employment.

- F. **Assault and Battery:** Assault and battery upon an employee is to be reported immediately to the appropriate administrator by the employee. Upon request of the employee, the Board will assist the employee with the reporting and follow through of the incident by law enforcement and judicial authorities.

ARTICLE VII

ELIMINATION, CONSOLIDATION AND MODIFICATION OF NUMBERED ROUTES/ BUMPING RIGHTS/ AND SUBCONTRACTING :

- A. The Board reserves the right to:
- eliminate, consolidate or modify bus routes
 - reschedule student pick-up and drop-off times
 - temporarily reassign any bus route.
- B. **Elimination, Consolidation or Modification of Numbered Routes and Bumping Rights:** Prior to numbered route elimination, consolidation or modification the parties shall meet in a conference committee to discuss the impact of the decision.
1. **Numbered Route Elimination:** When a driver's numbered route is eliminated, the affected driver shall have the right to bump (replace) a less senior driver within two (2) working days of the event unless the elimination occurs at the start of the semester.
 2. **Numbered Route Consolidation:** When a numbered route is consolidated (combined with one or more other numbered routes or a portion(s) of a numbered route) the route of the most senior driver affected by the consolidation shall be considered eliminated and the most senior driver may choose to bump (replace) a less senior driver within two (2) working days of the event or to be assigned to the newly consolidated route unless the elimination occurs at the start of the semester.

When a special education route is consolidated with a regular education numbered route the resulting route will be considered and paid as a special education route according to this Agreement.
 3. **Numbered Route Modification:** A numbered route is modified when the pay for the numbered route is increased or decreased by 30 minutes or more. (For example, a numbered route with 2 hours and 45 minutes of pay would be modified if 1) a driving time decrease resulted in 2 hours and 15 minutes of pay or less or 1) the driving time increase resulted in 3 hours and 15 minutes of pay or more.) A driver whose numbered route has been modified shall have the right to bump (replace) a less senior driver within two (2) working days of the modification unless the elimination occurs at the start of the semester.

4. **Numbered Route Elimination, Consolidation or Modification at the Start of any K-12 and ECE Semester:** If routes are eliminated, consolidated or modified at the start of any K-12 and ECE semester affected drivers have up to ten (10) working days to bump a less senior driver.

5. **Bumping and Route Awarding Timelines:** A driver who replaces (bumps) into a less senior driver's numbered route assignment shall be awarded the assignment between three (3) and five (5) working days of when the bump occurred.

A driver who is bumped (replaced) by a more senior driver as a result of numbered route elimination, consolidation or modification shall have the right to replace (bump) a less senior driver within two (2) working days of when the bumping occurred. Any driver who does not exercise bumping rights over a less senior driver within two (2) working days shall lose the right to bump.

6. **Additional Driver Bumping Rights and Bumping Limitations:**

- a. Drivers may not bump drivers of routes for which they are not qualified to drive.
- b. If a driver's non-numbered route is eliminated, consolidated or modified, the driver may not bump (replace) any other driver.

C. **Sub-contracting:** The Board has the right to contract out any work it deems necessary in the interest of efficiency, economy, improved services or emergency. Prior to sub-contracting any work that will cause the layoff of drivers, the Board agrees to discuss the sub-contracting with the Conference Committee.

ARTICLE VIII **POSTING AND AWARDED VACANCIES**

A. **Routes Defined:** A route is a non-requisitioned driving assignment that is assigned through the bid process. A route will be designated as numbered or non-numbered on the posting. A route is a numbered route unless the parties expressly agree otherwise in writing. Numbered routes are Elementary routes including Young Fives, Secondary routes, Mail routes, Special Education routes, Elementary and Secondary DKDC routes, Pre-Voc routes, Day Treatment routes, Edison Partnership routes and ECE three part routes (am-noon-pm). Non-numbered routes are Kindergarten ½ Day routes, LINC routes, Math and Science routes, CATC routes, Noon DKDC routes, PPI routes, Special Needs routes, Non-Combined ECE routes and all other non-numbered routes.

B. **Non-Emergency Route Vacancy Defined:** A vacancy occurs when 1) a route exists and a driver is not permanently assigned to it or 2) a route exists and a probationary driver is not assigned to it or 3) the Employer creates a new route or 4) a route is vacated due to an involuntary shift assignment with an Employer other than the District or 5) the assigned driver is unable to perform all portions of a route.

1. **Posting of Non-Emergency Route Vacancies:** The employer shall post the vacant route for a minimum of five (5) working days except as noted in paragraph three below. All postings of routes shall contain the following information:
 - a. Approximate start and ending times of the route
 - b. Approximate number of students at the posting time
 - c. Rate of pay
 - d. Minimum qualifications required beyond a Commercial Drivers License (CDL)

2. **Posting Abeyance for Non-Emergency Route Vacancies:**
 - a. **Change of Work Shift With Another Employer:** Upon a driver's written request the Director of Transportation or designee may decide to not post the driver's route for twenty (20) workdays when the route is vacated because the driver experiences an involuntary change of shift with a full-time or part-time employer other than the Board of Education.
 - b. **Driver Unable to Perform All Portions of an Assigned Route:** Upon a driver's written request the Director of Transportation or designee may decide to not post the driver's route for up to one hundred (100) workdays in a school year if the driver is unable to perform all portions of a route. If the driver is unable to perform all portions of the route at the end of the number of workdays allowed by the Assistant Director of Transportation or designee, the route will be considered vacated and will be posted.
 - c. **During an Emergency:** The Employer may fill non-assigned routes without posting when a emergency exists as defined in this Article.

3. **Non-Emergency Awarding Vacant Routes:** A vacant route shall be awarded on the basis of seniority, except as noted in the following sentence, and qualifications within five (5) working days after the posting period. If the vacant route is a non-numbered route that was eliminated or consolidated during the current school year and if the driver, who was previously assigned to the route, bids on the route that driver will be awarded the route, if qualified. The successful bidder driver shall begin driving the route within five (5) working days after the vacant route was awarded. The Director of Transportation will notify the Association if this procedure can not be followed. If the Association disagrees with the disposition, a Conference Committee will be held in an attempt to resolve the issue. Temporary route assignments may be made for the duration of a vacancy.

4. **Non-Emergency Assigning of a Route to a Probationary Driver:** A qualified probationary driver may be assigned to a route that was posted but not awarded to a regular driver. The route shall be awarded to the probationary driver assigned to it upon the driver's successful completion of the probationary period.

5. **Non-Emergency Assignment of Routes During Absences:** When a driver is absent the most senior qualified available driver shall be assigned to the route or the route may be doubled up. A driver who is assigned to a route shall have the same rights as the regular driver for maintaining the route until the regular driver returns. Being assigned shall mean the driver who is substituting is on the route until the driver returns.

C. **Non-Emergency Requisition Run Vacancies:** A requisition run is a driving assignment authorized by a written or call-in request to use a bus to transport students or equipment and is awarded through utilizing the requisition run rotation lists and driver qualifications.

1. **Posting of One-Day Requisition Runs:** When possible, the employer shall post one-day requisition runs at least two (2) days prior to the departure time. One-day requisition run postings shall contain the following information:
 - a. Approximate start and ending times
 - b. Minimum qualifications required beyond a Commercial Drivers License (CDL)
2. **Posting of Multiple-Day Requisition Runs:** When possible, the employer shall post multiple-day requisition runs at least five (5) days prior to the departure time. Multiple-day run postings shall contain the following information:
 - a. Approximate start and ending times
 - b. Identified as short-term (less than twenty [20] days driving a run) or long-term (twenty [20] or more days driving a run)
 - c. Minimum qualifications required beyond a Commercial Drivers License (CDL)
3. **Non-Emergency Assignment of One-Day Requisition Runs:** When possible the employer shall award a one-day requisition run one (1) day prior to the start time.

Out-of-town one-day requisition runs will be awarded before in-town one-day requisition runs. One-day requisition runs will be sorted by the estimated hours of pay. The vacancy that is estimated to pay the highest number of hours shall be awarded first. The rest of the vacancies shall be awarded from the highest number of estimated hours of pay to the least estimated number of hours of pay.

A one-day requisition run will be awarded to the qualified driver who is at the top of the rotation list provided they have signed the request and are available.

A one-day requisition run which is not awarded within one (1) day of its start time will be reposted as a "help run". The most senior qualified driver who signs the "help run" posting shall be awarded the requisition run and shall not be moved on the rotation list as a result.

4. **Non-Emergency Assignment of Multiple-Day Requisition Runs:** When possible a multiple-day requisition run (short-term or long-term) shall be awarded within five (5) working days after the posting period. The driver shall drive the run within five (5) working days after the award has been made.

D. **Emergency Assignment of Routes or Requisition Runs:**

1. **Emergency Defined:**
 - a. An emergency exists when the driving assignment is scheduled on a student attendance day and two (2) hours or less before a start time the assigned driver is absent or unavailable for a route and a driver must be assigned on an emergency basis.
 - b. If the driving assignment is scheduled on a non-student attendance day an emergency exists when the route or requisition run is not assigned by 3:00 p.m. of the last student attendance day prior to when the assignment is scheduled.
2. **Emergency Notification Procedures:** Dispatch shall announce on the radio and notify any drivers in the lounge which driving assignment is creating the emergency. Drivers will have five (5) minutes after the dispatch announcement to respond that they are available and qualified to perform the driving assignment. Any driver who does not respond within the five (5) minute time period loses all rights to be assigned. Such loss of assignment rights is not subject to the grievance procedure in this Agreement.
3. **Emergency Assignment Procedures:** When possible, the most senior available qualified driver who contacts dispatch within the five (5) minute response period shall be assigned the route or requisition run. If no available qualified driver responds within the five (5) minute response period the Employer shall have the right to assign the route or requisition run to the least senior available bargaining unit member or any available probationary driver. Any driver assigned a requisition run due to an emergency shall not be moved on the rotation list as a result.
4. **Duration of Emergency Assignment:** A driver who is assigned a route or requisition run during an emergency shall not, as a result of the emergency assignment, have the right to the assignment when the emergency no longer exists.

- E. **Failure to Drive Awarded Requisition Run:** If a driver fails to drive an awarded requisition run and is not on approved leave, the driver shall be moved to the bottom of the rotation list. This language does not preclude the district from taking disciplinary action based on the employee's failure to report to work or being absent without approved leave.

ARTICLE IX
LEAVES OF ABSENCE

A. **General Conditions:**

1. **Unpaid Leaves.** Except as expressly provided in this Agreement, all leaves of absence shall be without pay. Employer paid fringe benefits (including, but not limited to, holidays, insurance coverage, etc.) shall not accumulate, or remain in effect during any unpaid leave of absence, except as expressly provided in this Agreement. All accumulated benefits shall be frozen at the beginning of an unpaid leave of absence and shall be available upon return. Seniority shall continue to accumulate during any approved leave of absence except as otherwise provided in this Agreement. The Employer, for good cause, may extend unpaid leaves for a period of time not to exceed one (1) year.
 2. **Paid Leaves.** All fringe benefits shall accumulate and remain in effect while an Employee is on an approved paid leave of absence.
 3. **Deduction of Pay for Unauthorized Absence.** No pay shall be issued to any Employee who is absent from work without the employee being on an approved leave of absence. Should an employee receive pay for a period of time that the employee was on unapproved leave, the employee's pay shall be reduced accordingly. Such loss of pay does not excuse an Employee from not requesting leave pursuant to contract provisions or District policy and does not preclude the District from disciplining an employee for unexcused or excessive absences.
 4. **Requests for Leave.** Written requests for leave of absence shall be approved or denied within five (5) workdays after the Employer receives them. Leave requests that are not supported by required documentation will be denied but may, at the Employer's option, be considered requests for leave under other applicable sections of this Agreement.
- B. **Return from Leave:** No driver may return from leave to a route or run held previous to taking the leave unless or until the driver is qualified to perform the work duties required by the route or run.

1. **Return From Short Term Leave.** Drivers returning from an approved leave of absence of ten (10) consecutive workdays or less shall be reinstated to all regularly scheduled routes and runs held when the leave began providing they are still in existence.
2. **Return from Extended Leave.** Drivers returning from an approved leave of more than ten (10) consecutive working days will:
 - a. **Unpaid Leaves (Excluding Medical Leaves).** Be reassigned to the a.m. and/or p.m. numbered routes held previous to the leave providing they are still in existence if the driver is returning from an approved unpaid leave other than sick leave or FMLA leave. The driver's non-numbered routes and requisition runs, if any, will be put up for bid on the eleventh day of the approved leave.
 - b. **FMLA, Paid or Unpaid Sick Leave.** Be reassigned to the driver's regularly scheduled routes and runs held previous to the leave providing they are still in existence, if the driver is returning from FMLA leave, paid leave and paid or unpaid sick leave.
 - c. **Bumping Rights Upon Return.** A driver has the right to replace (bump) the regularly scheduled numbered routes of a less senior driver within two (2) working days of the date the driver reports to work if the driver returns from FMLA or sick leave and the driver's assignments no longer exist.

The driver shall notify the Employer of the driver's intent to return to work at least ten (10) working days prior to the date an extended leave is scheduled to expire. After an extended illness or injury, a driver may be required to submit sufficient medical documentation certifying the driver's ability to safely perform the essential functions of the assignment prior to returning to work.

- C. **Extended Illness Leave.** Upon written request with sufficient medical documentation of the Employee's illness or injury and upon the exhaustion of all paid leave benefits, an Employee shall be granted an unpaid leave of absence without benefits by the Employer not to exceed one (1) year in duration. Requests shall be forwarded to the Personnel Manager and shall include the reason for the leave, sufficient medical documentation and the beginning and end dates of such leave. After an extended illness or injury, a driver may be required to submit sufficient medical documentation certifying the driver's ability to safely perform the essential functions of the assignment prior to returning to work.

D. **Bereavement Leave:**

1. **Paid Bereavement Leave.**

- a. Up to three (3) days paid leave may be requested to attend to a death in the immediate family. Immediate family is defined as spouse, children, parent, brother, sister, grandchild, mother-in-law and father-in-law of the employee.
- b. Up to one (1) day paid leave may be requested to attend the funeral of a grandparent, uncle, or aunt of the employee.

2. **Unpaid Bereavement Leave.** Unpaid bereavement leave in addition to paid bereavement leave may be requested. The Employer, at its sole discretion, may approve additional unpaid bereavement leave days. The Employer's approval or denial for additional unpaid bereavement leave request is not subject to the grievance procedure in this Collective Bargaining Agreement.

E. **Paid Sick Leave:**

1. **Crediting of Paid Sick Leave.**

- a. **Driver Reporting on the First Day of Work.** A driver who reports to work on the first contract workday of any school year shall be credited with ten (10) paid sick leave days pro-rated on the number of bid routes assigned to the driver as of the first workday. The ten (10) paid sick leave days credited a driver represent hours of paid sick leave as follows:

<u># of Bid Routes Assigned</u>		<u>Sick Hours Credited for</u>
<u>Per Day</u>		<u>Ten (10) Sick Days</u>
1 bid route assigned	=	20 hours
2 bid routes assigned	=	40 hours
3 bid routes assigned	=	60 hours
4 bid routes assigned	=	80 hours

No driver shall be credited with more than eighty (80) hours of paid sick leave during any school year.

- b. **Driver Absent at the Beginning of the Contract Year.** A driver who is absent on the first contract workday of any school year shall be credited with up to ten (10) days of paid sick leave upon reporting to work. The number of sick days credited shall be prorated based upon the portion of the workdays that remain for the school year and the number of bid routes assigned to the affected driver. as of the first workday. A driver may be required to submit sufficient medical documentation certifying the driver's ability to safely perform the essential functions of the assignment prior to returning to work.
- c. New drivers shall be credited with paid sick leave effective the date the driver was awarded a bid route assignment. The paid sick leave days credited to the new driver shall be pro-rated based upon the portion of the workdays that remain for the school year and the number of bid routes assigned to the affected driver assignments as outlined in Article IX, Section E., Paragraph 1. a.

2. **Requesting and Reporting Paid Sick Leave.**

- a. Drivers must report the need for sick leave on a daily basis to the supervisor at least one (1) hour before the scheduled departure of the drivers' route. A driver who fails to give timely notice will receive no sick leave pay for the day. The Employer may, as a condition of payment, require sufficient medical documentation or FMLA medical certification (see Section L.).
- b. During any sick leave of three (3) consecutive workdays or more, the driver must provide the supervisor with medical status updates and plans to return to work as reasonably requested by the supervisor.

3. **Granting Paid Sick Leave.** A driver's available paid sick leave shall be granted when requested by the driver in increments of two (2) hours for each bid route assignment missed to a maximum of four (4) bid route assignments per day when:

- a. **Personal Disability.** The driver is disabled because of illness, injury, quarantine and/or pregnancy from safely performing the essential functions of the driver's regular job after taking into consideration reasonable accommodations that could be made. Such leave shall be taken and exhausted concurrently with a leave under the Family and Medical Leave Act (see Section L.). Such leave shall be taken and exhausted prior to the request to use other unpaid non-FMLA leave available in this Agreement. During a disability the Employer may offer the disabled driver other employment for which the driver is otherwise qualified to safely perform. The affected driver may choose to remain on approved paid sick leave (if available) and in such cases will reject the Employer's offer.

- b. **Physical Therapy.** It is established to the satisfaction of the Employer or, a qualified physician selected by the Employer that driver has a medical necessity for physical therapy. Such therapy must be administered by a registered physical therapist. If at all possible the therapy will be scheduled outside the driver's scheduled work time or by using an Employer approved alternative work schedule or make-up work opportunities to cover the required time away from work.
 - c. **Medical Appointments.** It is necessary for the driver to go to a medical doctor or dentist appointment during the driver's work hours. Written requests for this leave must be made in writing to a supervisor at least forty-eight (48) hours in advance unless the appointment is of an emergency nature.
 - d. **Immediate Family Member's and Parents.** It is necessary for a driver to tend to the needs of an immediate family member due to personal illness, injury or quarantine. Immediate family shall be interpreted to mean husband, wife, or dependent child. Up to five (5) days of accumulated sick leave each year may be used to tend to a mother or father.
 - e. **Minor Personal Ailments.** A driver shall not be granted paid sick leave for minor personal ailments which would not affect the safety of the driver or of other persons or of property, except when, the driver is entitled to FMLA leave due to the "serious health condition" of the driver (see Section L.).
4. **Payment of Paid Sick Leave Benefit.** Sick leave will be paid in an amount equal to the appropriate minimum pay (two hours, three hours or three hours and fifteen minutes) for each bid route assignment missed due to being on approved paid sick leave. The maximum amount of sick leave paid to a driver for any one workday is eight (8) hours.
5. **Accumulation of Paid Sick Leave.** A driver may accumulate up to six hundred (600) hours of personal paid sick leave. As of June 30 of each year the Human Resources Department will provide each driver a statement of the driver's paid sick leave usage for the past work year and amount of paid sick leave which will be carried over into the next school work year. The requirement to provide this statement shall be effective June 30, 2003.
6. **Leaving Employment During School Year.** Drivers who are terminated or resign before the end of the school year will re-pay the Board for any unearned sick leave pay that was received-by the driver. Repayment will be by payroll deduction if possible or by any other lawful means

F. Sick Leave Bank:

1. Drivers will be eligible to apply for withdrawal of sick leave days from the bank when they have suffered a disability, and after the expiration of the greater of (1) the driver's accumulated sick leave or (2) a waiting period of sixty (60) workdays during a calendar year.
2. The maximum withdrawal for any one driver cannot exceed sixty (60) sick days in a two (2) year school calendar period. Also, the maximum withdrawal for a single disability shall not exceed sixty (60) sick days.
3. When an employee returns to work following a disability, any additional days lost due to the same disability will be compensated without another waiting period unless a six month period has elapsed since the return to work once all available sick leave has been used. In addition, if a waiting period is interrupted due to a return to work and the employee is subsequently unable to continue working due to recurrence of the same disability, the waiting period will be considered uninterrupted once all available sick leave has been used.
4. The Board is not liable for and will not extend any sick leave days beyond the days that are available in the bank. Days will be added to the bank as follows:
 - a. A new employee must make an irrevocable choice to be eligible or not to be eligible to participate in the sick leave bank benefit and leave program. The new employee must indicate that permanent decision in writing within ten (10) working days after the completion of the employee's probationary period. The District shall provide a form to the employee for that purpose. Within twenty (20) working days of the ratification of this Collective Bargaining Agreement by the Parties, all current employees shall be required to make an irrevocable decision in writing using a District provided form to continue to participate in the bank or to withdraw from the sick bank. An employee withdrawing from participation in the sick bank program will forfeit any rights to sick days previously deposited in the sick bank.
 - b. In the event the bank's sick days balance drops below fifty (50) days, it will be replenished by deducting one (1) sick leave day from all employees' individual sick leave accumulations who are eligible to apply for sick bank leave and benefits from the bank. If the employee has exhausted all sick days at the time of any future assessment, the one (1) day will be deducted from the sick leave at the beginning of the next fiscal year.
5. Employee(s) who anticipate a need to apply for sick bank leave and benefits are to notify the Personnel Manager or designee for information regarding the necessary application procedures.

Applicants shall be expected to provide sufficient medical documentation of disability including physician statements of diagnosis, prognosis, treatment plan and an anticipated return to work date and must be willing to submit to an examination by a physician appointed by the Board, at Board expense, if requested.

6. Each application for sick bank leave and benefits will be reviewed by a committee comprised of two (2) Association representatives appointed by the Association and two (2) representatives of the Board
7. "The Sick Leave Bank Review Committee" will be responsible for developing additional provisions or by-laws relative to the operation of the sick leave bank.
8. Decisions of the Sick Leave Bank Committee are not subject to the grievance procedure in this Agreement.

G. **Military Leave:**

1. **Active Duty.** Employees who enter the military service of the United States shall be granted leaves of absence and reinstatement of employment as required by applicable provisions Sections 4311-4312 of the Federal Uniform Services Employment and Reemployment Rights Act, 38 USC and the Michigan Public Employees Entering Armed Forces Act (MCL 35.351, et seq).
2. **Reservist or National Guard.** Any regular employee who is a reservist or a member of the National Guard who is required to miss work to attend an "annual active duty for training" or to report for active duty in the event of a national or state emergency shall be compensated by the Employer for the difference between the Employee's regular pay and military pay for the time which would have been regularly worked up to a maximum of ten (10) days during any twelve (12) month period. Such payment shall be granted only upon advance notice to the Employer at least seven (7) days prior to the beginning of the month during which the employee's absence will occur. An employee who desires payment shall sign the military pay over to the Employer and the Employer shall make the Employee whole.

- H. **Paid Jury Duty Leave:** A jury duty leave shall be granted to any Employee who is obligated to serve as a juror in court. An Employee who is excused from jury service during the Employee's regularly scheduled work hours shall report for work for the remainder of the Employee's workday. The Employee shall receive full pay for the Employee's lost wages for missed bid routes, during such leave, provided the Employee informs the Employer within three (3) workdays after receiving a jury summons, and provided the Employee signs over to the Employer all juror fees, excluding mileage received by the Employee.

- I. **Court Appearances:** Employees will be granted time off without pay to testify or participate in a court case or administrative hearing. An employee who is required to testify in a case or hearing as part of their job duties or in which the Employer is a party and the employee is not an adverse party shall be paid all lost wages for missed bid routes.

- J. **Child Rearing Leave:** An employee may be granted a leave of absence for child rearing purposes. Such leave is to commence not earlier than the date of the birth or adoption of the employee's child. The leave is to commence not later than one (1) year after the date of the birth or adoption of the employee's child. Such leave shall be granted without pay or benefit for a period not to exceed one (1) year beyond the date on which it became effective. Except in cases of emergency, the employee shall notify the Board at least thirty (30) days prior to the date the leave is to begin. The leave's start and return dates shall be included in the letter, along with a copy of the child's birth certificate or adoption order.

- K. **Public Office Leave:** A leave of absence without pay may be granted to an employee with at least one (1) year of seniority for purposes of seeking or filling an elective or appointive office, provided the employee's activities do not violate applicable law or ethical standards. Such a leave will not ordinarily be granted where filling the office constitutes a full-time paid job.

- L. **Family/Medical Leave:**
 - 1. **Granting of FMLA Leave.** A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any Employee in accordance with the Family and Medical Leave Act (FMLA) for the following purposes:
 - a. The birth or placement for adoption or foster care of a child within one (1) year of the child's placement or birth;
 - b. Because of a serious health condition of a Employee's spouse, child or parent; or
 - c. Because of the Employee's own serious health condition.

 - 2. **FMLA Regulations.** FMLA leave of absence shall be subject to and administered in accordance with the FMLA and FMLA regulations. Limitations found under Section 108 of the FMLA – "Special Rules Concerning Employees of Local Educational Agencies" shall apply. One such regulation being that in order to qualify for FMLA leave a driver must have worked twelve (12) months for the Employer and a minimum of one thousand two hundred fifty (1250) hours in the previous twelve (12) consecutive months prior to the start of the leave. The Employer reserves all rights granted to school districts under the FMLA, such as, but not limited to:
 - a. The right to substitute all paid leave benefits for unpaid FMLA leave except a Employee may choose to reserve up to ten (10) days of the Employee's sick leave;

- b. To require medical verification of illness;
 - c. To require a certificate of fitness as a condition for the Employee's return to work;
 - d. To require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for Employees who are married; and
 - e. To allow the Employer to define the "twelve (12) month period" referred to in the FMLA as a twelve (12) month rolling period.
3. **Eligibility for FMLA Leave.** In order to be eligible for a FMLA leave of absence the Employee must meet the eligibility requirements set forth in the FMLA and FMLA regulations.
4. **Health Benefits.** In accordance with the FMLA, the Employer shall continue group health plan benefits during FMLA leave. This shall not be construed as a waiver of the Employer's right to recoup premium payments from Employees where permitted by the FMLA or as an agreement to provide health plan benefits greater than would have been provided if the Employee was not on FMLA leave.
- M. **Association Leave:** A leave of absence may be granted upon application for the purpose of serving as an officer of the local, state, or national association. Such leave shall be for the duration of the term of office. Should the term of office be for more than two years, the employee may request an extension of leave for up to one year.
- N. **Unpaid Administrative Leave:** Leaves of absence without pay and benefits up to one (1) year in duration may be requested by forwarding a written request to the driver's immediate supervisor at least five (5) workdays in advance of the beginning of the requested leave, unless the request is required because of personal illness or situation which does not allow for the advance notice. Benefits shall remain in effect for unpaid administrative leaves of ten (10) workdays or less. The written leave request shall include the reason for requesting the leave, the proposed beginning date of the leave and the date of the driver's return to work. Unpaid administrative leave may be used in increments based on the affected driver's bid route assignments. Unpaid administrative leave may be denied if the absence of the employee would unreasonably interfere with the services to be performed by the Transportation Department. Upon returning from an unpaid administrative leave the driver's work will be assigned in the manner provided in Article IX, Section B.

ARTICLE X
SENIORITY, LAYOFF AND RECALL

A. Seniority:

1. **Seniority Defined.** Seniority shall be defined as the length of service within the District as a member of the bargaining unit from the first day of the driver's latest probationary period. A driver's eighty (80) working day probationary period shall begin on the first day of work. In the event more than one driver has

the same seniority, the ranking on the seniority list shall be determined by the last four (4) digits of the driver's social security number. The driver with the highest number in the affected group shall have the highest seniority ranking. For probationary purposes a working day is defined as a weekday (Monday through Friday) when students are transported. Any day a probationary driver is absent from work or works but does not perform driving duties does not count toward satisfying the eighty (80) working day requirement.

2. **Seniority List.** The Employer shall prepare, maintain, and post the seniority list on April 1 and October 1 of each year. A copy of the seniority list shall be furnished to the Association. Bargaining unit members must notify the Personnel Office of any errors in their seniority date(s) within fifteen (15) calendar days of the list being issued. After fifteen (15) calendar days the list shall be considered official (with any mutually agreed to changes) by all parties until a subsequent list is issued.
3. **Loss of Seniority.** Seniority shall be lost by an employee upon termination, resignation, retirement, or layoff for more than one (1) calendar year or transfer to a non-bargaining unit position.

B. Layoff and Recall:

1. The layoff of drivers will be done on the basis of seniority.
2. A laid off driver will attain the status of a substitute driver during layoff and will be eligible to bid on vacated routes and will retain all representation rights.
3. Laid off drivers shall be recalled in the reverse order of layoff.
4. Notification of layoff and recall shall be sent by certified mail, return receipt requested, to the last known address of the driver. It is the driver's responsibility to assure that the Employer's records accurately reflect the driver's address.
5. If a laid off driver is offered recall to a driving assignment, the driver shall have five (5) business days from the date the notice is received to accept or reject the offer of recall. A driver who refuses to receive the certified mail, rejects the offer of recall or fails to respond within the time limit waives any and all rights to employment.

ARTICLE XI
GRIEVANCE PROCEDURES

- A. **Definition.** A grievance is defined as a misapplication or misinterpretation of the Agreement or an action that violates the specific terms of this Agreement. The grievance shall cite the Article the grievance is based upon, describe the violation, and the appropriate remedy. Grievances not dealt with per the timelines in Section B. of this Article unless extended by the parties shall be considered withdrawn.

B. **Procedure:**

1. **Level One.**

- a. The grievant(s) shall discuss the grievance with the Assistant Director of Transportation or designee, within ten (10) working days of the grievant(s) knowledge of the event which is the basis for the complaint.
- b. If the grievance is not resolved at the informal discussion level, it shall be presented in writing to the Assistant Director of Transportation or designee within five (5) working days of the above discussion. The Assistant Director of Transportation or designee shall serve a written decision to the grievant(s) within five (5) working days of receiving the grievance.

2. **Level Two.**

- a. If the Level One decision is not satisfactory, the grievance shall be presented to the Director of Transportation or designee within five (5) working days of receipt of the Level One written decision.
- b. The Director of Transportation or designee shall schedule a meeting with the grievant(s) and Association Representative(s) within five (5) working days and respond in writing within five (5) working days following the meeting.

3. **Level Three.**

- a. If the Level Two decision is not satisfactory, the grievance shall be presented to the Chief Financial Officer within five (5) working days of receipt of the Level Two written decision.
- b. The Chief Financial Officer shall schedule a meeting with the grievant(s) and Association Representative(s) within five (5) working days and respond in writing within five (5) working days following the meeting.

4. **Level Four.**

- a. If the Level Three decision is not satisfactory, the grievance shall be presented to the Superintendent or designee, within five (5) working days of receipt of the Level Three decision.
- b. The Superintendent or designee shall schedule a meeting with the grievant(s) and Association Representative(s) within five (5) working days and respond in writing within five (5) working days following the meeting.

5. **Level Five.**

- a. If the Association is not satisfied with the Level Four discussion of the grievance by the Superintendent or designee, or if no disposition has been made within the period above provided, the grievance may, at the option of the Association, be submitted to advisory arbitration before an arbitrator selected by the American Arbitration Association and in accord with its rules.
- b. The right to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to advisory arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given.
- c. The arbitrator's decision shall be advisory only.
- d. The expenses of the arbitrator shall be born equally by the employer and the Association.

6. **Level Six.**

- a. The arbitrator's finding will be submitted to the Trustees of the Board of Education who will reject or implement the advisory decision. Formal Board action will be taken at a regularly scheduled Board meeting within six (6) weeks of receiving the arbitrator's finding.
- b. The grievant and/or Association Representative(s) may testify at the Board hearing if it chooses.

- C. **Rights to Representation:** The grievant and an Association representative(s) may be present and suffer no loss of pay and may be represented by another person at all meetings and hearings at any level of the Grievance Procedure. If an Employee is not represented by the Association, the Association shall have the right on its request to have its representative present to state its views at all stages of the grievance procedure.

ARTICLE XII HOLIDAYS

- A. **Holidays Defined:** Employees will be paid for hours that they would otherwise have been scheduled to work at the normal rate of pay by the driving or non-driving assignment prevailing prior to the holiday as follows:

Labor Day (first Monday in Sept. if school [K-12] is in session for children prior to the date)

Thanksgiving Day (fourth Thursday in November)

Friday after Thanksgiving

Christmas Eve

Christmas Day

December 26, 27 and 28

New Year's Eve

New Year's Day

Good Friday

Memorial Day

July 4 (bargaining unit members working in the summer)

The prevailing driving assignment includes only the routes assigned to a driver on a continuous, daily basis.

- B. **Holiday Pay Eligibility:** A driver will be eligible to receive holiday pay according to the following conditions:

1. The driver has worked or been on approved paid leave on the scheduled workday immediately prior to and following each specified holiday. A driver who does not work the scheduled work day immediately prior to or following a specified holiday and who requests paid sick leave on either of those days must provide to the employer sufficient medical documentation of a disability (personal illness or injury) that prevents the driver from safely performing the essential functions of the employee's regular job or any other job offered by the employer which the employee is otherwise qualified to perform. Sufficient medical documentation shall include a doctor's statements of prognosis, diagnosis, medical treatment plan and whether the employee can work with or without reasonable accommodations. The failure of the employee to provide sufficient medical documentation for disability due to personal illness or injury will result in the denial of the paid sick leave request and the loss of all available holiday pay.
2. A driver who, due to tardiness entirely beyond the driver's control, is unable to drive the a.m. or p.m. portion of the driver's numbered route on either the scheduled work day immediately prior to or following a specified holiday that falls within the driver's work week is not disqualified from receiving holiday pay because of such tardiness. The driver's holiday pay shall be reduced by an amount corresponding to the tardiness.

3. A suspension without pay on the scheduled work day immediately prior to or following a specified holiday does not disqualify the driver from receiving holiday pay unless the driver is on suspension without pay on the holiday.
4. Drivers who have accepted holiday work assignments and who fail to report for or perform such work, without reasonable cause, shall not receive holiday pay.

ARTICLE XIII
COMPENSATION AND FRINGE BENEFITS

- A. **Compensation:** A driver will be paid at the driver's regular hourly rate as established by the below-noted salary schedule, subject to adjustments as required herein and as otherwise required by law. The salary schedule will note step increases and movement on the steps will be based upon the employee's seniority date.

2004-2005 Salary Schedule.

Step 0	\$8.08
Step 1	\$8.73
Step 2	\$9.40
Step 3	\$10.05
Step 4	\$10.78

Hiring Above Step 0. The parties explicitly recognize the right of the Employer to hire a qualified experienced driver at a rate higher than Step 0.

- B. **Regularly Assigned Route or a Run:** A minimum of one (1) hour of pay will be provided to a driver who performs duties for 60 minutes or less associated with the driving of a regularly assigned route, or a run. For any actual work time in excess of the minimum one (1) hour the driver will be paid for actual time worked on the regular route or run in addition to the above-noted one-hour minimum pay. In addition to driving time, the driver will be paid for one (1) hour of related work including, but not limited to, pre-trip, mid-trip and post-trip vehicle inspections; paperwork; trip preparation; and any and all business meetings and communications. To receive this hour of pay, drivers shall report to work for an assignment 30 minutes before the scheduled start time. This will allow time for the driver to conduct and complete all mandated pre-trip duties including safety and vehicle inspection.
- C. **Regularly Assigned Special Education Route:** A minimum of two (2) hours of pay will be provided to a driver who performs duties for 120 minutes or less associated with the driving of a regularly assigned Special Education Route. For any actual work time in excess of the minimum two (2) hours the driver will be paid for actual time worked on the special education route in addition to the above-noted two (2) hour minimum pay. In addition to driving time, the driver will be paid for

one (1) hour of related work including but not limited to pre-trip, mid-trip and post-trip vehicle inspections; paperwork; trip preparation; and any and all necessary business meetings and communications. To receive this one (1) hours of pay, drivers shall report to work for an assignment 30 minutes before the scheduled start time. This will allow time for the driver to conduct and complete all mandated pre-trip duties including safety and vehicle inspections.

A special education route is a route that is created for the purpose of transporting students whose 1) special education Individual Education Plans (IEPS) and 2) related personal information (such as cross district busing, seat restraint, medical considerations and behavior plans) require the Transportation Department to provide Special Education Transportation pursuant to Michigan Special Education Rule 300.2415.

D. Non-Regularly Assigned Routes or Runs that are Driven Consecutively

1. The total time paid for a full run or full regular route that is not regularly assigned to the driver and that is driven immediately following/consecutively with another run or route will be the same as noted in Section B or Section C, above, except the driver will be paid for ½ hour (30 min.) of related work, not 1 hour (60 min.).
2. This section does not apply to portions of runs/routes which are temporarily assigned to a driver as noted in E, below.

E. Temporary Assignments of Extra Route and/or Run or Portion(s) Thereof During Regular Driver's Absence or a Vacancy: It is understood that the extra routes or portions of routes and extra runs or portions of runs should be minimized to the greatest extent possible by filling of vacancies in a timely manner and by maximizing efficiencies through route consolidation.

1. **Temporary Assignment of Complete Run or Route.** The driver who is temporarily assigned to a full, complete run or route during the regularly assigned driver's absence or a vacancy will be paid in full for maintaining the route until the regular driver returns or a regular driver is permanently assigned or another driver is temporarily assigned.
2. **Temporary Assignment of a Portion of a Run or Route to Existing Run or Route.** The driver who is temporarily reassigned to a portion of a run or route during the regularly assigned driver's absence or a vacancy and drives the portion in conjunction with the driver's existing run or route will be compensated for these temporary assignments by payment for actual time worked.

F. 15 Minute Pay Adjustment for Driver's Transporting Wheelchair Bound Student(s): A driver transporting a wheel-chair bound student will be paid an additional 15 minutes of compensation for driving either an a.m. or p.m. route.

G. **Waiting Time/Layover Time:**

1. **Waiting to Start Duties.** Drivers who wait before starting their assigned duties because they arrived at the place of employment earlier than the required time will not be paid for the waiting time. Drivers who report to work on time and then wait because there is no work to start on will be paid for the waiting time which will be considered actual work time.
2. **Waiting While On Duty.** All time spent by employees in waiting while on duty will be compensated and the hours count as actual hours worked. Waiting time while an employee is "relieved from duty" is not actual time worked and the driver will not be compensated for this time.
3. **Relieved From Duty.** A driver who is waiting shall be "relieved from duty" and the hours will not be compensated for and do not count as actual hours worked if all three (3) of the following standards are met.
 - a. The relief period is 60 or more minutes in length;
 - b. The driver is notified by the posting that the driver will be relieved from duty for a definite and specified time; and
 - c. The employee is free to leave the job site.

H. **Overtime:** The employer reserves the right to require employees to work reasonable amounts of overtime in a manner that is most advantageous to the District, to its service to the public and that is consistent with the terms of this agreement.

I. **Premium Pay:** Premium Pay will be provided for actual work time which exceeds 40 hours in a work week or 8 hours in a work day or as otherwise required by law. Leave time is not actual time worked. Premium pay shall be paid 1½ times a driver's regular straight-time rate or the adjusted rate for out-of-town run(s), if applicable.

Drivers will record on a daily basis actual time worked and/or on approved leave on a work-time document provided by the District. This record will include 1) the actual time worked to perform inspections, paperwork, meetings and other miscellaneous work-related duties, 2) the actual time worked to perform driver duties, 3) the actual time worked to perform non-driver duties such as driver training, stand-by, clerical, summer lot work, custodial, bus maintenance and bus aide work, and 4) leave time.

J. **Calculation of Actual Work Time:** Actual time worked are those periods of time beginning when a driver reports to work as directed by the district and ending when the driver is directed to leave work with the exclusion of time when the driver is relieved from duty. Actual time worked includes on-duty waiting/layover time, and time for meals when the driver is not relieved from duty and is not free to pursue personal activities; and layover/waiting time while the driver is on duty.

K. **Out-of-Town Runs:** The Board of Education and district reserve the right to contract for private bus services for out-of-town travel when it deems it necessary.

1. **Driver Pay.** The driver's pay rate for out-of-town runs is the next highest step of the salary schedule, if a higher step is available.

2. **Driver Responsibilities.** A driver and bus will remain on duty at the destination/facility where the group was transported unless the driver is relieved from duty by the Employer. A driver directed to leave the destination/facility for a short period of time by the person in charge of the out-of-town trip for a specific purpose related to the out-of-town trip will be considered to be on duty.

3. **Overnight Out-of-town Runs.**

a. **Hours of Pay.** A driver will be paid up to sixteen (16) hours out of each twenty-four (24) hour period. The driver will not be paid for the remaining 8 hours, as the driver will be relieved from duty.

b. **Out-of-town Runs Defined.** An "Out-of-town" run for purposes of this section will be a requisition run with a destination point that is located outside the legal boundaries of the Battle Creek Public Schools and the city of Battle Creek with the understanding the following destinations are not "out-of-town": Binder Park Zoo, Cheff Center, Outdoor Education Center, Harper Creek School District, Lakeview School District, Pennfield School District, Starr Commonwealth and golf courses at Stonehedge and Binder Park.

c. **Reimbursement for Out-of-town Travel Expenses.** A driver of an out-of-town run will be reimbursed or paid for travel expenses as noted below.

(1) **Vehicle Expenses.** The driver of on an out-of-town run will pay for bus fuel, oil and other necessary vehicle expenses as follows:

- credit card pursuant to school district procedures;
- out-of-pocket cash with full reimbursement by district upon request per district procedures; or
- cash advance provided by district per procedures.

(2) **Payment of Meal Expenses.** During an out-of-town run lasting more than 4 hours, the driver will be reimbursed for the cost of a meal if prior to taking the run other arrangements have not been made. To request reimbursement, a District reimbursement form, with receipt(s) attached, must be presented by the driver stating the driver's name, the date, the requisition number of the run, and the amount spent. Drivers shall be eligible for meal reimbursement as follows.

Out-of-Town runs Lasting Four (4) or More Hours.

<u>Meal</u>	<u>Lot Departure On or Before</u>	<u>Purchase Time (except as otherwise approved)</u>	<u>Amt. Up To</u>
Breakfast	7 a.m.	8 a.m. to 11 am.	\$3.50
Lunch	10 a.m.	11 a.m. to 2 p.m.	\$5.50
Dinner	3 p.m.	4 p.m. to 7 p.m.	\$8.50

(3) **Other Travel Expenses.**

Parking Fees...actual expense (receipts required)

Hotel/Lodging...actual expense (receipts required)

Tolls...actual expense (receipts required)

L. **Canceled Work.**

1. **Inclement Weather/School Closings.** In the event that an instructional days is lost due to storms, fires, epidemics, health conditions, etc. drivers will not be paid for the lost instructional day except as follows:

- a. Drivers will be paid for those days that are made-up and students are transported.
- b. Drivers will receive two (2) hours report-for-work pay if school is not canceled 45 minutes or more prior to the driver's scheduled bus departure time and the driver reported to work 30 minutes prior to the scheduled departure time of the driver's bus.

2. **Canceled Requisition Runs.**

- a. **Assigned Off-duty Driver.** If a run is canceled and the assigned off-duty driver is not notified of the cancellation at least 45 minutes prior to the scheduled departure time from the bus facility and the driver reports for duty at least 30 minutes prior to the run's scheduled departure time, the assigned driver may either 1) accept two (2) hours of report-for-work pay or 2) choose to maintain the driver's position on the rotation list.
- b. **Assigned On-duty Driver.** If a run is canceled and the assigned on-duty driver is not notified of the cancellation prior to the scheduled departure time from the pick-up site of the run as stated on the requisition bid sheet, the driver may regain the driver's position on the rotation list.

M. **Training:**

1. **Mandatory Training.** Transportation personnel who attend mandatory in-service or training as approved by the Director of Transportation or designee shall receive their current rate of pay. (Explanation of pay: The driver who attends a mandatory 3 hour training session will receive 3 hours of pay).
2. **Voluntary Training.** Transportation personnel attending in-service or training on a voluntary basis, and as approved by the Director of Transportation or designee, shall receive \$6.00/hour.

N. **Fringe Benefits:**

1. **Health Insurance and Dental Insurance.** The Board agrees to provide health and dental insurance selected by the Board (SET-126-001 dental insurance or a comparable plan) for those drivers who elect to enroll in those plans. The eligible driver's plan will be the Board's current self-funded dental plan for all drivers and their dependents prorated as follows:

Note: The drug card co-payment will be \$5.00 for a driver who selects health insurance. Each Driver shall pay \$100/\$200 deductible.

Proration of transportation employees' insurance premium contributions will be determined on October 1 and March 1 of each year. The employee's prorata share of insurance premium contributions established on these dates shall take effect immediately and remain in effect until the next date. All premium contributions shall be paid on a pre-income tax basis through the Employer's IRS Section 125 plan.

- a. 85% of the premium will be paid by the Board for those drivers who are assigned four (4) routes daily or who receive four (4) hours of driving time per day as scheduled by the Director of Transportation.
 - b. 70% of the premium will be paid by the Board for those drivers assigned three (3) routes daily. If the driver receives four (4) hours of driving time per day, as scheduled by the Director of Transportation, the Board shall pay 85% of the premium.
 - c. 55% of the premium will be paid by the Board for those drivers assigned two (2) routes daily. If the driver receives four (4) hours of driving time per day, as scheduled by the Director of Transportation, the Board shall pay 85% of the premium.
2. **Vision Insurance:** The Board shall provide a self-funded vision insurance plan to drivers who enroll in the plan.

3. **Eligibility Requirements:**

- a. In order to be eligible, the Employee must have successfully completed the probationary period and await the next open enrollment period.
- b. An employee is not eligible for the above mentioned health insurance protection if eligible for other group medical coverage through another Employer or through a spouse's Employer.
- c. It shall be the responsibility of the Employee to inform the Employer of any changes in status that may affect the Employee's insurance status.

4. **Life insurance.** Drivers are entitled to a \$6,000 group life insurance policy paid for by the Board. The policy will provide double benefits in case of the driver's death while a passenger in a commercial carrier.

O. **Employee Assistance Plan** The Board's Employee Assistance Plan (EAP) or no charge community resource/support services available to the Board will be made available to drivers provided they meet the program's eligibility requirements. A driver's involvement will be completely voluntary and will be designed for the driver's rehabilitation. Records of such treatment will be considered confidential.

ARTICLE XIV
RETIREMENT

A. Any transportation employee who separates from the Employer for retirement purposes in accordance with the provisions of Michigan Public School Employees Retirement System (MPERS) shall be paid for unused accumulated sick leave days as follows:

1. 10 years to 19 years service to the District: Pay for up to 160 hours of pay at the driver's regular hourly rate at the time of retirement.
2. 20 years to 29 years service to the District: Pay for up to 320 hours of pay at the driver's regular hourly rate at the time of retirement.
3. 30 years or more service to the District: Pay for up to 480 hours of pay at the driver's regular hourly rate at the time of retirement.

B. **Lump Sum Payment.** A lump sum payment of accrued sick leave benefits will be deposited into a Special Pay Plan Account in the name of each driver in either the July or January following the driver's retirement.

C. **Purchase of Retirement Credit.** Drivers may choose to use all or a portion of their lump sum payment to purchase universal buy-in credit, to pay for MIP buy-back costs owed to MPERS or to purchase some other retirement credit allowed by MPERS rules by providing the Business Office with a billing statement from

MPSERS and written directions as to what portion of the driver's lump sum payment is to be sent to MPSERS. The written directions and billing statement must be in the Business Office prior to November 1 or May 1 of any year. Any remaining funds will be deposited into a Special Pay Plan Account in the name of each driver in either the July or January following the driver's retirement.

- D. Any driver taking advantage of this provision must have completed all necessary paperwork to officially retire, including a letter of resignation for retirement purposes to the Board of Education and a request for the final salary affidavit on or before November 1 or May 1 of any year. The District shall issue and mail a check to MPSERS, in the driver's name, prior to January 22 or June 22 of any year.

ARTICLE XV MISCELLANEOUS

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. Copies of this agreement shall be printed at the expense of the Board.
- D. Copies of the contract shall be provided for all employees and a copy shall be given to each new hire.
- E. The Association and Board recognize that strikes and other forms of work stoppages by employees are not in the best interest of the school district. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any transportation employee take part in any strike, slowdown of work, boycott, picketing or other interruption of activities in the school system.

- F. **Handbook:** It is agreed and understood that the Board has the right to promulgate a drivers' handbook applicable to drivers which contains at least those provisions set forth in the drivers' handbook in effect during the 1990-91 school year or which addresses the issues mentioned in that handbook. If there is an item in the handbook that violates the contract between the Association and the Board, that item is subject to the grievance procedure.
- G. **Injury Reporting:** Any driver who is injured while on duty but not driving shall report the injury to the supervisor within twenty-four (24) hours and complete the Employer's injury report form, if possible. The Assistant Director of Transportation or designee will transmit the report to the Personnel Manager. The Personnel Manager will notify the third party administrator contracted by the Board to oversee workers' compensation claims as prescribed by law.
- H. **Mandatory Vehicle Inspection:** All drivers shall be required to thoroughly and completely inspect their vehicle prior to and following each regular or extra run or route. All discrepancies shall be daily reported by the inspecting driver to the supervisor. Failure to properly complete vehicle inspections may result in disciplinary action.
- I. **Negotiation Procedures:** Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least sixty (60) days prior to the expiration date of the Agreement.

ARTICLE XVI
DRUG/ALCOHOL TESTING

- A. Due to the nature of the work, if a driver is under the influence of a drug or alcohol on the job, a serious safety risk is created for students and the general public. A driver's possession, use, or sale of an illegal drug or alcohol in the work place poses unacceptable risks for safe, healthful, and efficient transportation operations. A driver possessing, using, selling, or being under the influence of an illegal drug or alcohol or misusing legal drugs in the work place constitutes grounds for immediate discharge.
- B. **Possession, Use or Delivery of Alcohol or a Drug:** The unauthorized possession or delivery by a driver of alcohol or a illegal drug during a work period shall constitute cause for discharge of the driver. The unauthorized use of alcohol or a drug by a driver during a work period shall constitute cause for the discharge of the driver, irrespective of whether the Employer elects to test the driver in accordance with this Article. The conviction of a driver for any drug or alcohol related felony shall constitute just cause for discharge, whether or not such felony occurred during a work period.
- C. **Positive Test Result for Alcohol or Drugs:** Except as otherwise provided in this Article, positive test result from a test administered as provided in this Article shall constitute cause for the discharge of the driver who provided the specimen. If a driver is taking a prescription medication in conformity with the lawful direction of the

prescribing physician or a non-prescription medication in conformity with the manufacturer's specified dosage and the driver has notified the Transportation Director on a form to be provided by the Employer, of the use of the prescription or non-prescription medication before any laboratory test is performed on the requested urine specimen, a positive test result consistent with the ingredients of such medication shall not constitute cause for discharge. The Employer may require a driver to provide evidence that any prescription medication has been lawfully prescribed by a physician for the driver.

D. **Tampering with or Substitution of a Specimen:** Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute a urine specimen for your own, shall constitute cause for the discharge of the driver who engages in such activity.

E. **Conditions for Driver Testing:**

1. **Refusal to Provide a Urine or Hair Specimen.** A driver's refusal to provide a urine specimen for laboratory testing, when requested by the Employer in accordance with the provisions of this Article, will constitute cause for discharge of the driver. A driver's physical inability to provide a urine specimen shall not be considered to be a refusal to provide the specimen. If a driver is physically unable to provide a urine specimen when requested by the Employer, the Employer may request a hair specimen for laboratory testing.
2. **Reasonable Suspicion.** The Employer may require an employee to supply a urine or hair sample for testing if the Employer has a reasonable suspicion that: (a) alcohol or a drug is present in a driver's body during a work period; or (b) that a driver was in possession of or delivered alcohol or a drug during a work period.
3. **Accident Testing.** The Employer may require an employee to supply a urine or hair sample for testing if the employee is involved in an accident or minor accident as defined by the District's Post-Accident Procedures.
4. **Medical Exams.** The Employer may require an employee to supply a urine or hair sample for testing during the annual medical examination required by the Employer for all drivers or during any medical examination to determine the entitlement to workers' compensation benefits, disability benefits, or return to work from a leave of absence.

ARTICLE XVII
DURATION

This Agreement shall be effective on July 1, 2004 and continue through the 30th day of June, 2005:

FOR THE BOARD OF EDUCATION

FOR THE ASSOCIATION

Larry Yarger, Assistant Superintendent
For Human Resources

Terry Tobias, BCTA President

Date

Date

Ron Amy, MEA Uniserv Director

Date

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LETTER OF AGREEMENT

Among
BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF BATTLE CREEK
And
BATTLE CREEK EDUCATION ASSOCIATION/MEA-NEA
And
BATTLE CREEK EDUCATIONAL SECRETARIES/MEA-NEA
And
BATTLE CREEK EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION-MEA-NEA
And
BATTLE CREEK PARAPROFESSIONAL ASSOCIATION/MEA-NEA
And
BATTLE CREEK TRANSPORTATION ASSOCIATION/MEA-NEA 05-06
And
CALHOUN AREA TECHNOLOGY CENTER EDUCATION ASSOCIATION-MEA-NEA

- A. The Economic Collaborative Bargaining Team for all of the parties has agreed to the following 2005-2006 salary and insurance provisions for all bargaining units.
 - 1) The District shall pay all salary schedule step increases and the total health care insurance premiums except for full-time employee contributions presently paid according to existing contract language (MESSA - \$804/yr./ MEBS - \$744/yr.). It is understood that bus drivers and other part-time bargaining unit members will continue to pay for a portion of their insurance premiums due to existing contract language and said employees will not be required to pay the above contribution.
 - 2) Effective 07-01-05 all 2004-2005 salary schedules shall be increased by 1%.
 - 3) After the ratification of this agreement by the parties, bargaining unit members enrolled in MESSA Super Care 1 shall be enrolled in MESSA Choices II effective November 1, 2005.
 - 4) After the ratification of this agreement by the parties, bargaining unit members enrolled in MESSA shall be enrolled in the new MESSA \$10/\$20 prescription program and bargaining unit members enrolled in MEBS shall be enrolled in a MEBS \$10/\$20 prescription program effective December 1, 2005. The MEBS prescription program will mirror the MESSA \$10/\$20 prescription program as much as possible.
- B. The parties agree to extend the current collective bargaining agreements for a period of two (2) years (July 1, 2005 through June 30, 2007). All language in the current collective bargaining agreements and all unexpired letters of agreement shall remain unaltered and in effect unless modified by this letter of agreement or subsequent collaborative bargaining.
- C. The parties agree to commence collaborative bargaining by individual bargaining units over non-economic language issues for 2005-2006 and hold discussions of cost neutral solutions for calendars and health insurance immediately after this letter of agreement is ratified. The parties agree to commence collaborative bargaining over health insurance and salary for the 2006-2007 fiscal year prior to March of 2006.
- D. Due to the ongoing economic crisis the parties agree to reconvene the Budget and Resource Advisory Committee to seek and recommend cost saving measures to the Board of Education.

Jerry J. Jorgensen 14 Sept. 2005
For the District Date

Terrence D. Smith 14 Sept 2005
For the BCEA Date

Linda D. Brunson 9/14/05
For the BCES Date

J. St. 9/14/05
For the BCESPA Date

Diane K. Hayfield 9/14/05
For the BCPA Date

Paul Chouette 9/14/05
For the BCTA Date

Mark Zoltney 9-14-05
For the CATCEA Date

LETTER OF AGREEMENT

Between

BATTLE CREEK PUBLIC SCHOOLS

And

BATTLE CREEK PARAPROFESSIONAL ASSOCIATION-MEA-NEA

The parties agree to modify Section E. of Article XV – Miscellaneous of the current Collective Bargaining Agreement by inserting the following bold language.

- E. Professional Development/Tuition: Professional Development may be conducted at the time of district Professional Development for teachers. It is understood that those paraprofessionals required to attend Professional Development activities shall receive regular pay for the attendance.

Paraprofessionals may be required or invited to attend other planned activities at times other than the District Professional Development.

Bargaining unit members attending Professional Development on a voluntary basis, and as approved by the Administration, shall receive a \$42.00/day stipend based on seven (7) hours/day of training.

The Board agrees to reimburse an employee for tuition expenses for accredited classes successfully completed, providing the class has been approved in advance by the office of the Superintendent or designee.

ECE Paraprofessionals shall receive their regular pay for each hour of Professional Development training they attend that is required work hours to renew their CDA certification. The Employer must be informed prior to the ECE paraprofessional attending such training. It is understood that only time spent in training outside work hours qualifies for pay.

FOR THE BOARD

FOR THE ASSOCIATION

Date

Date

PLD

6) Effective 7-1-07 a new attendance incentive program shall be implemented as follows.

- a. Zero (0) sick days used equals two days pay issued.
- b. One to three (1 - 3) sick days used equals one day of pay issued.

Pay shall be for bid route hours only and shall be issued on the last payroll date in June.