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AGREEMENT BETWEEN  
BOARD OF EDUCATION AND BUS DRIVERS  
MANISTEE AREA PUBLIC SCHOOLS  
NOVEMBER 1, 1988

*Manistee Area Schools*

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AGREEMENT BETWEEN  
BOARD OF EDUCATION AND BUS DRIVERS  
MANISTEE AREA PUBLIC SCHOOLS  
NOVEMBER 1, 1988

The Board of Education and Bus Drivers have reached the following agreement with respect to hours, wages, and other working conditions:

1. Duration - The effective date of this agreement shall be November 1, 1988 and shall remain in effect until November 1, 1990.
2. Sick Leave - All bus drivers shall be granted twelve (12) days per year sick leave cumulative to eighty (80) days. These days may be used for the following:
  - a. Personal illness
  - b. Death of the employee's wife or husband, son, daughter, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, or relatives who are a permanent part of the employee's home. In addition, the Board may grant leave allowance for other person's death upon request by employee.
  - c. Board may grant leave for family illness upon request by employee.
  - d. Absence necessary by exposure to a contagious disease in which the health of others would be endangered.
3. Accumulated Sick Leave Benefit - Should a driver terminate his/her employment after five (5) years or more from his/her last date of hire as a regular driver, he/she will be eligible to draw pay for thirty (30) percent of unused sick days at regular rate of pay. After ten (10) years or more, he/she will be eligible to draw pay for forty (40) percent unused sick days at regular rate of pay. After fifteen (15) years or more, he/she will be eligible to draw pay for fifty (50) percent unused sick days at regular rate of pay. "Regular Rate of Pay" pertains to hourly wage and number of hours per day at the time of termination.
4. Business Leave - Bus Drivers shall be entitled to one business leave day annually for the purpose of conducting business that cannot reasonably be conducted outside normal working hours. Business days must be approved in advance by the transportation supervisor.  
Personal Leave - Bus Drivers shall be entitled to one personal leave day to be used at the discretion of the driver with advance notice to the transportation supervisor.

5. Jury Duty - Paid leave of absence will be granted for jury duty. Any compensation received by the employee for jury duty shall be reported to the Board to offset wages paid.
  
6. Unpaid Leaves of Absence
  - a. Unpaid leaves of absence may be granted by the Board upon written request of the employee. Insurance benefits shall not be paid by the Board except in cases of leaves of ten (10) working days or less. During the leave period, the employee shall retain but not accrue additional seniority or leave days. The employee shall have the right to return to his/her original position in the case of leaves of forty (40) or less continuous working days or the first available position in the case of leaves of more than forty (40) working days.
  
  - b. An employee, in case of extended illness, may be granted upon written request, a leave of absence of up to three (3) months without pay. Insurance benefits shall be continued by the Board for a period not to exceed three (3) months.
  
7. The Board will provide legal counsel and assistance in defense of drivers for legal action initiated against them while performing, in good faith, the duties or responsibilities required of the position. The Board shall not be responsible for the defense of any driver who knowingly and willingly is in violation of law, Board Policy, or State Department of Education rules and regulations.
  
8. Seniority
  - a. New employees hired in the unit shall be considered probationary employees for the first calendar year of their employment. If the employee successfully completes the probationary period, he/she shall be entered on the seniority list as of the day he/she was hired. An employee shall lose his/her seniority for the following reasons:
    1. He/she quits
    2. He/she is discharged

3. If he/she does not return to work when recalled from lay-off
  4. If he/she does not return to work from sick leave or a leave of absence.
  5. If he/she is absent for five consecutive working days without notifying the employer. In proper cases, exceptions can be made.
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- b. Persons returning to work after having lost their seniority shall have a new seniority date as of the date of rehire.
  - c. A driver who has one year's or more experience driving during the last five years will start at the second step upon hire.
  - d. Layoff shall be done on the basis of seniority with the driver with the least seniority to be the first laid off. Reassignments caused by layoff shall be done on the basis of seniority.
  - e. Senior drivers whose regular morning pickup and regular afternoon delivery hours are reduced by two (2) hours or more per day may bump the driver with the least seniority whose hours are equal to or greater than the Senior driver's hours prior to reduction. Such bumping shall be limited to total regular morning and afternoon runs and be made within ten (10) working days of the time the driver is notified of a reduction in driving time. The request for bumping shall be submitted through the driver's Bus Committee for review.

9. Job Vacancy

Any regular job vacancy shall be posted for five (5) working days before being assigned to a driver. Seniority shall prevail. No bumping will be allowed.

10. Weather Alerts

When severe weather or other emergency conditions exist, the administration may call and/or announce over the radio for bus drivers to report to the bus garage. Drivers are to report to the garage immediately and await instructions as to when the students are to be sent home.

11. Substitutes - A substitute shall be paid the regular hourly rate with no benefits (hospitalization, vacation, holidays).
12. Summer Driving - Sick leave and holiday benefits shall not be available for driving during the summer programs except if the 4th of July falls on a working day, drivers shall be paid the holiday pay.
13. Grievance Procedure
  - a. Any bus driver, believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement relating to Wages, Hours, Terms, or Conditions of Employment, may, within ten (10) days of incident resulting in the alleged violation, file a grievance using the following procedures:

Level I - A Bus Driver with a grievance shall discuss it first with the Bus Supervisor, individually, or together with his Bus Committee representative.

Level II In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, or if no decision has been rendered within five (5) working days after presentation of the grievance, he/she may submit the grievance in writing to the Bus Committee. The written grievance shall state specifically the nature of the alleged violation, the provision of the agreement allegedly violated, and the resolution being sought. If the Bus Committee decides there is a legitimate grievance, they shall, within five (5) working days of its receipt, process the written grievance with the Ass't. Superintendent. Within five (5) working days of the receipt of the written grievance, the Ass't. Superintendent shall render a decision as to his resolution.

Level III In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or if no decision is rendered within five (5) days, he/she may refer the grievance

within five (5) days to the Superintendent of Schools for review. The Superintendent shall within five (5) days proceed to review the grievance and render a decision as to a solution.

Level IV In the event the grievance is not satisfactorily resolved at Level III, the grievance within five (5) days may be forwarded to the Board of Education. Within fourteen (14) days from receipt of written referral to the Board, the Board of Education shall meet with the Bus Drivers' Committee for the purpose of arriving at a mutually satisfactory solution to the grievance problem.

Level V In the event the grievance is not satisfactorily resolved at Level IV, the grievance within five (5) days may be transmitted to the Michigan Employment Relations Commission for review and action.

b. Failure to appeal within the above time limits shall be deemed acceptance of the decision and any grievance may be withdrawn at any level without prejudice or record.

14. Bus Accidents - Any accident involving a school bus shall be handled according to the Manistee Area Public School Policy concerning bus accidents adopted by the Manistee Public School Board.

15. School Van - Use of the school van for student activities shall be limited to a maximum of eleven (11) passengers plus driver. If the maximum is exceeded, an amount equal to a bus driver's wages for the trip shall be paid into a bus driver fund for use by the Association.

16. Meal Reimbursement - The rate of reimbursement for necessary meals on bus trips will be according to the following schedule:

Breakfast	\$3.00
Lunch	4.00
Dinner	5.00

17. Chauffer's Licenses - The Board shall reimburse bus drivers for the cost of required chauffer's licenses.
18. Holidays, Vacation & Emergency Closings - The Board agrees to pay Bus Drivers regular pay five days a week from the first day of school through the last day of school.
19. Regular Run Time Allowance
  - a. The allowance time for each bus run shall be determined by the Ass't. Superintendent working in conjunction with the Transportation Supervisor.
  - b. Warm-up and clean-up is expected to be part of the driver's daily job.
  - c. Drivers shall be paid on an hourly basis for time worked with the following special provisions:
    1. A minimum of one hour shall be paid for each a.m. and p.m. regular run.
    2. No driver shall be paid for less than two (2) hours for a.m. or p.m. driving (By special arrangement, Jim Merritt shall be paid 1½ hours only per day as long as he is in his present assignment.)
    3. Kindergarten runs shall be paid a minimum of 1½ hours.
    4. Time allotments for vocational runs shall be determined at the beginning of each year by the Transportation Supervisor in consultation with the driver and the Ass't. Superintendent. Such allotments shall be subject to adjustment as conditions change throughout the year.
    5. Bus Drivers agree to work, without additional reimbursement, whatever bus driving time is required due to conditions of poor weather or breakdowns, up to ½ hour. Unusual circumstance will be subject to review.

20. Special Trips

- a. If a driver is called to drive a trip that would be an interruption of his/her non-scheduled time, he/she shall be paid a minimum of 1½ hours. If the trip is simply an extension of his/her a.m. or p.m. driving time, he/she shall only be paid for the additional time worked. If a field trip is cancelled and the driver is not notified in advance, he/she shall be paid the minimum.
- b. Field trips are to be paid from the time of departure from the Bus Garage until return to the Bus Garage plus clean-up time. Drivers may be requested to assist in chaperoning duties, if needed. The regular rate of pay shall be paid for both driving and layover time in lieu of all overtime considerations.
- c. When an out-of-town trip is cancelled after a driver reports for the assignment, he/she will be reimbursed for the time missed on his/her regular runs if he/she misses his/her regular runs.

21. Driver Education Classes - Drivers shall be paid at the rate of \$3.50 per hour for a minimum of eight and a maximum of twelve hours of driver education instruction. Upon completion of all driver certification requirements, new drivers shall be paid the regular hourly driving rate for time spent on the job learning routes as approved by the Transportation Supervisor.

22. Wage Schedule

	<u>Effective 11-1-88</u>	<u>Effective 11-1-89</u>
1st year	\$7.30	\$7.70
2nd year	7.60	8.00
3rd year	7.80	8.20
11-15 years	7.90	8.30
16-20 years	8.00	8.40
over 20 years	8.10	8.50



23. Fringe Benefits

- a. The Board will provide to those drivers who are driving a regular schedule of three hours or more a day, single subscriber hospitalization coverage (MESSA or Super Med I or equivalent) and dental insurance coverage. Any employee, so eligible, may elect self/spouse or full family coverage with 70% of the premium paid by the Board. Eligible employees who do not elect to take the above offered hospitalization coverage shall be provided up to \$500.00 per year towards any personal medical expenses not covered by any other insurance program. A maximum \$350.00 can be used for coverage of eligible dependent medical expenses. Fifty percent of the unused portion of the \$500.00 shall be paid to the driver at the conclusion of each year.
- b. No employee presently receiving hospital benefits will be removed from the insurance program providing he/she is working at least two (2) hours per day. (Any employee driving a regular schedule of at least forty (40) hours per week, exclusive of any extra trip time, shall be afforded full family hospital benefits, provided that the forty hour regular schedule be maintained, and provided he/she is not eligible for coverage under any hospitalization plan of his/her spouse.)
- c. The Board shall provide \$5,000 life insurance for all drivers whose regularly assigned runs total a minimum of three (3) hours. Life insurance included in basic hospitalization plans shall count towards the stipulated \$5,000.

24. The Board agrees to resume negotiations with the Bus Drivers' Association on a successor Agreement at the request of the Association.

25. In the event of a county-wide consolidation of school transportation services, the terms and conditions of this Agreement shall remain in effect for Manistee Area Public Schools' Bus Drivers until its expiration, unless altered by mutual agreement.

Drivers' Association:

Maryanne D. Schauski  
John J. Lewis  
Linda Robbins

Board of Education:

Henry E. Minister  
Ass't. Superintendent  
John D. Genzeli  
Superintendent

