

**AGREEMENT BETWEEN
MANISTEE AREA PUBLIC SCHOOLS
AND
MANISTEE SCHOOL BUS DRIVERS**

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 July 1, 2017, and shall remain in effect until June 30, 2020.
2. Association - Drivers may join or not join the Association at the driver's option.
3. Sick Leave - All bus drivers shall be granted ten (10) sick days per school year cumulative to eighty (80) days. Sick 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. The Board may grant leave for family illness upon request of the employee.
 - d. Absence necessary by exposure to a contagious disease in which the health of others would be endangered.
 - e. As an attendance incentive, when an employee has reached the maximum accumulation of unused sick leave, he/she shall receive payment at 75% of his/her normal daily rate for each unused sick day that would otherwise be lost due to the 80 day maximum. Such days shall be computed and paid on the last pay period of each school fiscal year.
 - f. As an additional attendance incentive, when an employee meets the above requirements and takes no sick days or lost time days, this employee shall be paid for 100% of unused sick days. Such days shall be computed and paid on the last pay period of each school fiscal year.

- g. In the event of a bus driver's death while employed by the School District, the above payment in e. and f. of this Article shall be made to any IRS defined legal dependent of the employee at the time of the employee's death and in accordance with state law. Should there be no living dependent of the deceased employee; no payment of unused sick leave shall be paid to any other beneficiary or estate of the employee.
 - h. Sick days shall not be charged to employees who are on extended leave for illness reasons on unscheduled workdays (school vacation periods/holidays).
4. Severance Pay - Should a bus driver terminate his/her employment after five (5) years or more from his/her last date of hire as a regularly scheduled driver, he/she will be eligible to draw pay for thirty (30) percent of unused sick days at his/her regular hourly rate. After ten (10) years, he/she will be eligible to draw forty (40) percent of unused sick days at his/her regular hourly rate. After fifteen (15) years, he/she will be eligible to draw pay for fifty (50) percent of unused sick days at his/her regular hourly rate. Regular hourly rate pertains to the wage rate in effect at the time of termination. The daily number of hours for which the terminated employee will be paid shall be determined by mutual agreement between the Administration and the representatives of the Bus Driver Association reflecting, to the extent possible, the average number of regular daily hours worked during the driver's employment.
- Any employee terminating his/her employment in bad standing with the school system shall not be allowed severance pay.
- Any employee hired after November 30, 2007, shall not be entitled to severance pay for unpaid sick days.
5. Personal Leave – Full-time/ regular route drivers shall be entitled to two (2) personal leave days to be used at the discretion of the driver. Personal days must be approved by the transportation supervisor and may be denied if granting said request would disrupt the operation of the District. Personal days can be accumulated to a maximum of six (6) available in a school year.
6. Funeral Day - One (1) paid funeral day per year for close friend or someone who is defined under sick leave – section 3b, page 1.
7. 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.

8. 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 unless required by law. 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 unless required by law.

9. 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, Department of Transportation rule or regulation, or State Department of Education rules and regulations.

10. 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.
 - 6) He/she fails to maintain licensing or certification required by law, or job requirement, subject to Article 18.
- b. Employees 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 or more experience driving for a District, transportation company or in an employment capacity during the last five years will start at the second step upon hire.

- d. Lay-off shall be done on the basis of seniority with the driver with the least seniority to be the first laid off. Reassignments caused by lay-off shall be done on the basis of seniority.
- e. Senior drivers whose 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 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.

11. 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.

12. 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.

13. Substitutes

- a. Substitute drivers shall not be eligible for benefits (hospitalization, vacation, holidays). Retired Manistee Area Public Schools' bus drivers who continue to drive on a substitute basis shall be paid at the rate they received when they retired, or the fifth (5th) year rate, whichever is greater.

14. 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.

15. 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 employee 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 Superintendent or his/her designee.

Level III In the event the aggrieved employee 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 working (5) days to the Superintendent of Schools or his/her designee for review. The Superintendent or designee shall within five (5) working 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) working 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. Each prior level must be completed before a subsequent level is pursued. The time limits indicated at each level may be mutually waived by the parties if said waiver is in writing.
- c. The arbitrator shall have no authority to add to, subtract from, disregard, alter, or modify any provision or Article of this Agreement.

16. Traffic Violation

Any bus driver who has attained seven (7) points on his/her driver's license or loses his/her commercial driver's license (CDL) shall be automatically suspended without pay until such time as the point accumulation shall return to a level under seven (7) points or he/she regains his/her CDL. In the event the period of suspension is less than three months, the driver shall be allowed to return to the position he/she vacated as a result of the suspension. If the period of suspension is in excess of three months, the suspended driver shall be eligible to return to the first available position. Seniority shall be frozen during the period of suspension. Any driver who has a pending charge of driving under the influence of alcohol or other non-prescribed controlled substance shall likewise be suspended without pay until such charges have been officially dropped, if contested.

17. Bus Accidents
Any accident involving a school bus shall be handled according to the Manistee Area Public Schools' Policy concerning bus accidents adopted by the Manistee Public School Board.
18. Meal Allowance for Trips (Excludes regular routes)
A taxable meal allowance for necessary meals on bus trips will be paid according to the following schedule:
- | | |
|-----------|--------|
| Breakfast | \$5.00 |
| Lunch | \$7.00 |
| Dinner | \$9.00 |
- The applicable allowance shall be added to the driver's time sheet and included in the corresponding pay period. Meal allowances will not be paid for trips less than three (3) hours in length (round trip from the bus garage) or within the District boundaries.
19. Commercial Drivers Licenses
The Board shall reimburse bus drivers for the cost of required CDL licenses.
20. Holidays & Vacations
Bus Drivers shall report for work on the same days as Teachers and shall receive their regular compensation (e.g. 5 hours a day x five days a week) from the first day of school through the last day of school (excluding weekends). The number of paid days when school is not in session shall not exceed 19 days in any school year. In the event that a school calendar creates a situation where there are greater than 19 days not in session between the first and last day of the school year, driver compensation will be reduced during Christmas and/or Spring breaks.
21. Emergency Closings
Bus Drivers shall receive their regular compensation for snow days not required to be made up.
22. In-Service Days
Drivers report for scheduled in-service days for educational training and planning that pertain to their job.
23. Regular Run Time Allowance
- The allowance time for each bus run shall be determined by the business manager working in conjunction with the Transportation Supervisor.
 - Warm-up and clean-up is expected to be part of the driver's daily job. Buses should be washed at least weekly as weather permits.

- c. Drivers shall be paid on an hourly basis for time worked with the following special provisions:
 - 1) All regular morning and afternoon runs will be compensated at a minimum of two and one half (2 ½) hours. If a situation occurs where a short shuttle run is needed, special negotiations apply.
 - 2) Time allotted for each run shall be determined annually by the end of September. Such time allotments are subject to adjustment due to required route changes during the school year.
 - 3) Time allowance for vocational runs shall be determined at the beginning of each semester by the transportation supervisor in consultation with the driver and the business manager. Such allotments shall be subject to adjustment as conditions change throughout the year.

24. Special Trips

- a. If a driver is called to drive a trip that would be an interruption to his/her non-scheduled time, he/she shall be paid a minimum of 1 ½ 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 canceled 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, but lay-over time shall not be counted as hours of work as related to overtime pay rate considerations.
- c. When an out-of-town trip is canceled 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. If an out-of-town trip scheduled for the weekend is canceled less than three days prior to the trip due to a private firm transporting that trip, that driver assigned that trip will receive three (3) hours pay at his/her regular rate.
- d. Drivers shall not be eligible for "extra trips" until they have accumulated a minimum of one hundred (100) hours of driving time. Eligibility shall also be contingent upon a substitute's availability to substitute on a regular basis for any daily run.

- 1) Award trips to regular drivers first.
- 2) Trips will be awarded to the driver signing with the least number of trip hours.
- 3) Regular run hours will be deducted from the trip hours, and in the case of the mechanic driving a trip, his regular run hours will be deducted from the trip hours for the sake of posting, and keeping trip hours relatively equal.
- 4) If a driver has been awarded a trip and cannot take the trip, it will then be awarded to the person with the least number of trip hours, who has signed for the trip.
- 5) Trips need to be assigned three (3) days in advance of the trip.
- 6) There will be no trading of trips between the drivers.
- 7) If no driver with a regular run has signed for a trip, it may be given to a sub driver.
- 8) Trips will be zeroed quarterly.
- 9) In case of an emergency the bus supervisor will use his best judgment in assigning a trip.

- e. Drivers will be eligible to receive a full school year pass to all athletic events, at no cost to the drivers.

25. Driver Education Classes

Drivers shall be paid at their current rate for required hours of driver education instruction. Upon completion of all driver certification requirements, new drivers shall be paid the regular hourly driving rate for required time spent on the job learning routes as approved by the transportation supervisor. A driver, who voluntarily wishes to become familiar with other routes in order to increase their capabilities to substitute, shall be compensated at the minimum wage rate, if approved by the transportation supervisor.

26. Wage Schedule -- 2017 - 2020

	2017-18	2018-19	2019-20
1st year	13.23	13.46	13.70
2nd year	13.46	13.70	13.93
3rd year	13.70	13.93	14.17
4th year	13.93	14.17	14.41
5th year	14.17	14.41	14.64
10th year	14.27	14.50	14.74
15th year	14.36	14.60	14.83
20th year	14.45	14.69	14.93
25th year	14.55	14.78	15.02
30th year	14.64	14.88	15.12

27. Fringe Benefits

- a. The Board will provide to those drivers who are driving a regular schedule of five hours or more a day, single subscriber health coverage, vision and dental insurance coverage. The Employer and bargaining unit agree to modify the current coverage if a mutually-agreeable alternative is found. Any employee so eligible may elect self/spouse or full family coverage subject to the caps outlined in chart below.
- b. Drivers with a regular schedule of five hours or more per day may waive insurance coverage in item a above and receive a payment in lieu of insurance in the amount of \$1500.00 per year.
- c. Employer Contribution for Monthly Health & Dental Insurance Premium

	Drivers with 5 hours or more per day	Drivers with regular schedule of 40 or more hours per week
Single Subscriber	545.00	545.00
Self/Spouse	920.00	1214.00
Full Family	1020.00	1214.00

Note: Health insurance employer contributions cannot exceed the statutory cap specified by 2011 Public Act 152.

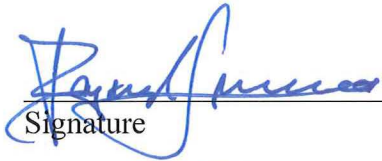
- d. The Board shall provide \$5,000 life insurance for all drivers whose regularly assigned runs total a minimum of three (3) hours. Life insurance included in basic health plans shall count towards the stipulated \$5,000.
 - e. First aid class offered at the District's expense.
 - f. Employees shall be reimbursed up to \$100 for DOT physicals required by law, if not covered by their insurance.
28. The Board agrees to resume negotiations with the Bus Drivers' Association on a successor agreement at the request of the Association.
29. In the event of a countywide 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.
30. An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided within the local government and district fiscal accountability act.

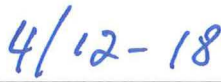
SIGNATURES

BUS DRIVER'S ASSOCIATION


Signature


Date


Signature


Date


Signature


Date

MANISTEE AREA PUBLIC SCHOOLS


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