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6/30/2000



# MASTER AGREEMENT

BETWEEN

FOREST HILLS PUBLIC SCHOOLS  
BOARD OF EDUCATION

AND

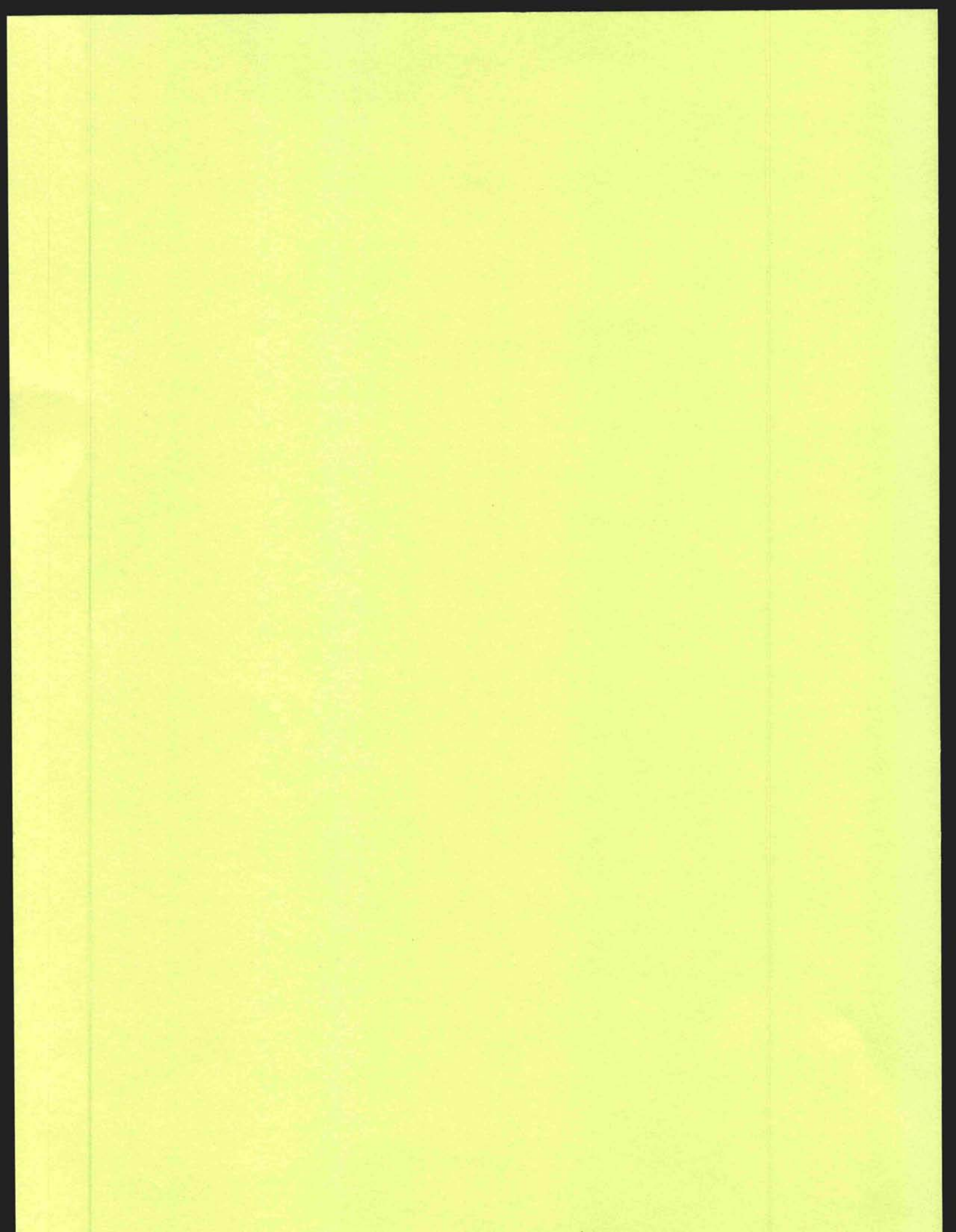
FOREST HILLS BUS DRIVERS ASSOCIATION

JULY 1, 1998 - JUNE 30, 2000

Dr. J. Michael Washburn, Superintendent  
Forest Hills Public Schools  
6590 Cascade Road, S.E.  
Grand Rapids, MI 49546

Michigan State University  
LABOR AND INDUSTRIAL  
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*Forest Hills Public Schools*



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## AGREEMENT

This Agreement is entered into this first day of July, 1998, by the Board of Education of the Forest Hills School District, Kent County, Michigan, hereinafter called the "Board" and the Forest Hills Bus Drivers Association, hereinafter called the "Association" and shall be extended to June 30, 2000.

This Agreement constitutes, in written form, the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term of this Agreement. It supersedes all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the Board and the Association. It is further understood and agreed that only the Superintendent or designee may issue policies concerning wages, hours and working conditions which are binding on the Board and then only if in writing and signed by the issuer. This contract is subject to amendment, alterations or additions only by a subsequent written agreement between and executed by the Association and the Board. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Board shall deal with all matters not expressly covered by this contract through exercise of its management rights without prior negotiations during the life of this Agreement.

Upon written notice by the Association on or before February 1 of the last effective year of this Agreement, renegotiations of the Agreement may commence.

ARTICLE I  
RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all bus drivers, but excluding substitute drivers, mechanics, garage employees and all other employees within the transportation department. The term "driver", when used hereinafter in this Agreement shall refer to all drivers represented by the Association as above defined.

ARTICLE II  
NEW DRIVERS AND ASSOCIATION MEMBERSHIP

A. Probationary Employee

At each time of hire, a driver will be considered a probationary employee for thirty (30) work days. Benefits will start to accumulate after a successful completion of the probationary period. The responsibility to sign up for benefits rests with the eligible employee.

B. Agency Shop

1. All present employees covered by this Agreement shall be required to pay Association dues or a service fee as permitted by law (prior year) to the Association. Employees who had previously paid the amount of association dues to the Forest Hills Education Foundation will be permitted to continue paying the amount of the service fee as allowed by law to the Forest Hills Education Foundation.
2. All employees hired hereinafter shall be required, as a condition of employment and upon completion of their probationary period, to join the Association or pay a service fee.
3. Any service fee made under this section shall be set at the amount of an employee's fair share of costs attributable to negotiating and administering the terms of this Agreement, pursuant to the Association's "Policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to the policy. The service fee shall not exceed the amount of association dues collected from association members and may be paid to the Association. In the event that the employee shall not pay such service fee directly to the Association, or authorize 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 employee's wages and remit same to the Association. Payroll deductions made pursuant to this

provision shall be made in equal amounts. The Association treasurer shall provide the Board an accurate list of Association members and the amount of dues that are to be deducted. This list will be submitted within ten (10) work days after the first day of school. The name and amount of the deduction of any new member shall be provided to the Board within five (5) work days from the date of hire.

### ARTICLE III

#### DEFINITIONS

- A. Full Time Driver: Any driver that drives an assigned route
- B. Regular Wage: Drivers compensation
- C. Premiums: Rates in addition to regular wage
- D. Trip Pay: Compensation paid for trips
- E. Standby Time: Mandatory time drivers are being held for potential non-scheduled duties
- F. Designated Pay Period: The pay period will be concurrent and consist of a Board designated and posted fourteen (14) day period.
- G. Shuttle: Transportation of students for instructional purposes. This shall include but not be limited to transportation of students between facilities.
- H. Trips: Transportation of students for extra-curricular activities for educational purposes on a non-continuous basis. This shall include field trips.

### ARTICLE IV

#### SENIORITY

- A. Seniority shall be defined as the length of continuous service as a driver for the Forest Hills Public Schools. There shall be a seniority list maintained by the Board establishing the effective date of the employee's most recent date of employment on a regular basis. Anyone having the same date of hire on the seniority list is given seniority according to the date of application.
- B. The Association shall be provided by the Board a complete seniority list by April 1. This seniority list shall be mutually approved by the Association and the Board.



- C. Drivers shall retain but not accrue seniority while on Workers' Compensation, unpaid time or medical leave under FMLA not covered by sick leave time.
- D. A driver shall accrue seniority during an approved sick leave. Thereafter, the driver shall not accumulate seniority but shall retain previously earned seniority. Seniority may be retained during periods of illness for up to six (6) months. If said driver returns within six (6) months, they shall return to their previous route assignment.
- E. A driver on an approved leave of absence will not accrue additional seniority, but previously earned seniority will be maintained.
- F. A driver shall be considered full time and maintain seniority as long as they are available for their regularly scheduled driving assignment. Frequent absences, resignations, discharge or failure to report to work upon termination of a leave of absence or layoff shall be reason to terminate full time status and seniority.
- G. A seniority list will be posted by April 1 of each school year by the Supervisor of Transportation. This list will be posted for thirty (30) calendar days. If a driver believes there is an error in the list, it is the driver's responsibility to notify the Supervisor of Transportation or trustee of the Association, in writing, during this time period or this list will be held to be accurate and will be used for route selection and other seniority related issues in this Agreement.

## ARTICLE V

### LEAVES OF ABSENCES - PAID/UNPAID

#### A. Paid Leaves

##### 1. Sick Leaves:

- a. Full time drivers shall earn one (1) sick day, a minimum of six (6) hours per month, but not to exceed eight (8) hours. During the month, a driver must work ten (10) days before a sick day can be earned. For those that "opt out" of the guaranteed six (6) hours for benefits, a sick day is equal to the number of hours worked per day in a regular assigned basis. One (1) sick day will be added for all regular route drivers if they work all of the scheduled work days in June as specified above.

- b. Personal illness or disability of the driver and any medical procedure of said driver are covered by the sick leave policy. Notification of such should be made to the Supervisor of Transportation or designee between 5:30 a.m. and 5:45 a.m. to receive sick pay compensation. A two (2) hour sick leave notification should be made for other runs that must be covered in a day. If an emergency occurs, the two (2) hour notification requirement can be waived by the Supervisor of Transportation.
- c. A physician's statement may be required to determine whether an employee is physically able to return to their duties.
- d. The parties herein have agreed to one (1) earned sick day per month, sick leave (wage continuance, insurance) for unforeseen illness, per calendar school year. The parties also agree that yearly excessive usage of days; five (5) or more may be questioned by the Board and may be reflected on an evaluation conducted within three (3) work days, upon returning to work and/or a loss of wages if unwarranted usage is found.
- e. Upon completion of an approved sick leave of six (6) months or less, the employee shall be reinstated to his/her regular run or position. Beyond six (6) months of such leave, a driving position will be kept available for the driver. He/she will have the right to bid for a similar position by seniority for the next school year.

2. Family and Medical Leave Act (FMLA)

Sick leave will be paid only for the personal illness of the employee with the following exceptions:

- a. Employee must use accumulated sick leave to substitute for unpaid leave provided under the Family and Medical Leave Act (FMLA) of 1993, which allows for up to twelve (12) work weeks of unpaid leave, with health benefits, during the fiscal year for the birth or care of a child, the adoption or foster care of a child, the care of a spouse, son, daughter or parent with a serious health condition or the serious health condition of the employee.
- b. Requests for leave for a serious health condition for an employee or to care for the employee's spouse, child or parent who has a serious health condition will require medical certification after three (3) consecutive days of absence as mandated under the Family and Medical Leave Act (FMLA) of 1993.

- c. The Board and Association agree that the employer has the right to develop, approve and implement policies that comply with the Family and Medical Leave Act of 1993.

3. Funeral Leave

- a. Employees may have up to one (1) day sick leave pay to attend the funeral and up to three (3) days of sick leave for a death in the immediate family. More time may be granted at the discretion of the Supervisor of Transportation's recommendation to the Assistant Superintendent of Personnel.
- b. Immediate family is defined as spouse, child, parent, grandparent, grandchild, sister, brother or immediate family of spouse. Absence for funeral requires prior approval.

4. Personal Business Leave

Two (2) personal leave days will be granted each school year for business that cannot be conducted outside the normal working hours. Requests for personal business leave must be on the proper form and given to the Supervisor of Transportation three (3) work days in advance. Remaining unused personal leave days will be added to sick leave for a minimum of six (6) hours, but not to exceed eight (8) hours per day, for all employees who do not opt out of the six (6) hour guarantee. Regularly scheduled hours will be granted for those employees opting out of the six (6) hour guarantee. Special education drivers who drive during the summer would have one (1) additional personal business day added to their bank after summer route selection.

B. Unpaid Leaves

- 1. Upon written request, a driver may ask for an unpaid leave using the following guidelines:
  - a. Such leaves will be limited to sixty (60) work days and not encompass more than one (1) school year without prior authorization from the Supervisor of Transportation.
  - b. Such leaves will be approved by the Assistant Superintendent of Personnel, in writing, prior to the start of the leave.
  - c. If a driver returns from an approved leave within sixty (60) work days, their route will be reassigned to them, providing it still exists.

- d. One additional consecutive sixty (60) work day leave may be requested, but the driver's route will be put up for bid. Upon return, the driver may bid on another route when one is posted or bid on a route during route selection for the next year.

2. Requests for Leave

- a. A driver cannot ask for a leave of absence for only a portion of their daily route assignment unless their request is related to a medical situation and is approved by the Assistant Superintendent of Personnel.
- b. No leaves will be granted or approved so the driver can accept another work position outside of the Forest Hills School District.

ARTICLE VI

VACATION

- A. Two (2) paid vacation days per year will be granted at the discretion of the driver.
- B. Five (5) days of vacation pay equal to a minimum of six (6) hours per day of vacation pay, not to exceed eight (8) hours per day, but not to exceed forty (40) hours will be granted for all drivers who have three (3) years seniority. Five (5) days of vacation pay equal to the driver's regularly scheduled assigned hours driven will be granted for those employees who opt out of the six (6) hour guarantee.
- C. Five (5) days of vacation pay equal to a minimum of six (6) hours per day of vacation pay, not to exceed eight (8) hours per day, but not to exceed forty (40) hours will be granted for all drivers who have eight (8) years seniority. Five (5) days of vacation pay equal to the driver's regularly scheduled assigned hours driven will be granted for those employees who opt out of the six (6) hour guarantee.
- D. One (1) additional day of vacation pay equal to a minimum of six (6) hours, but not to exceed eight (8) hours will be granted to drivers with fifteen (15) years of seniority based on their anniversary date. One (1) additional day of vacation pay equal to the driver's regularly scheduled assigned hours driven will be granted for those employees who opt out of the six (6) hour guarantee.
- E. The actual days must be approved by the Supervisor of Transportation and taken during periods of non-scheduled driving to avoid the need for substitutes.

- F. A driver may request, in writing, at least two (2) weeks in advance, up to ten (10) unpaid days per school year. Such leaves will be approved based on availability of a substitute driver. If more than two (2) requests are made for the same time period, it will be assigned by seniority. These absences are not to exceed two (2) consecutive years within the same week by the same driver unless time is available.

## ARTICLE VII

### HOLIDAYS

- A. All route drivers will be paid at their regular wage plus premiums if they work the last regularly scheduled work day preceding the holiday or the first regularly scheduled work day after the holiday unless processed as specified in B. below. These employees then qualify for the following paid holidays:

Labor Day  
Thanksgiving Day and Day After  
Christmas Day  
New Year's Day  
Good Friday (if scheduled as a non-attendance day on the school calendar)  
Memorial Day  
Independence Day (July 4) for summer drivers

- B. Drivers may request in writing to the Supervisor of Transportation no later than two (2) weeks in advance of their request to utilize a vacation or personal day for the last regularly scheduled work day preceding or the first regularly scheduled work day after a holiday. Such leaves will be approved by the Supervisor of Transportation based on the availability of substitute drivers. If more than two (2) requests are made for the same time period, it will be assigned by seniority. These absences are not to exceed two (2) consecutive years within the same holiday by the same driver unless time is available.
- C. If an employee is on approved sick leave, they will qualify for the holiday pay.
- D. Special education drivers or a special education alternate who transports students to programs during scheduled holidays will receive an additional day off in lieu of the scheduled holiday, unless their schedule has already allowed them comparable time off.
- E. Full time drivers shall be granted a minimum of six (6) hours holiday pay, not to exceed eight (8) hours. Drivers who opt out of the six (6) hour guarantee will receive holiday pay equal to the driver's regularly assigned hours driven weekly.

ARTICLE VIII  
ROUTE SELECTION

- A. Route Selection  
Each year, all routes will be selected by seniority on the second Monday in August. The Supervisor of Transportation or designee will publish all routes for ten (10) days prior to the selection day and will mail a copy of all routes to all drivers ten (10) calendar days prior to route selection. Alternate positions will be posted and selected at the same time.
- B. Summer Routes  
All summer routes will be selected by seniority, before the last scheduled school day in June and will be published not less than four (4) days prior to the selection day. Alternate positions will be posted and selected at the same time.
- C. Special Education Route Requirements  
Anyone wishing to select a special education route must have a valid CPR certificate or be enrolled in a CPR class. They must meet all published Board requirements. Special Education routes are defined as those serving the following regional programs: severely emotionally impaired, pre-primary impaired, autistic, hearing impaired, physically and otherwise health impaired, severely multiply impaired, visually impaired and emotionally impaired. At no time will a route driver be responsible for lifting a wheelchair or any similar apparatus.
- D. Noon Selections  
Noon route selection may be made on a job share basis. This will be divided equally on the basis of a two (2) week pay period. Seniority will prevail on how the route is shared. In the event of sickness or leave by either driver, the share partner has the first option of driving the noon route or it will be offered to the route alternate. All drivers interested in noon job sharing must have a letter of intent stating thus, submitted to the Transportation office at least two (2) weeks prior to route selection. A list of interested job share noon drivers will be posted one (1) week prior to route selection. Drivers opting out of the six (6) hour guarantee will be eligible for applicable fringe benefits and leave time prorated according to the job share plan.
- E. Alternate for Special Education and Kindergarten Routes  
One alternate will be utilized for each kindergarten and special education route. The Supervisor of Transportation or designee may interview the candidates and may utilize the route driver as part of the interview process. Each candidate will be notified, in writing, of the selection decision.

1. The alternates for kindergarten and special education are required to be familiar with the route they are assigned. They will be paid their regular route pay to ride a maximum of two routes, once for each route, immediately after confirmation of assignment.
2. The kindergarten and special education drivers are responsible to notify the alternate when needed and to notify the bus office prior to the substitution.
3. If a kindergarten or special education first alternate is not available, an alternate driver will be taken from the alternate list, on a rotation basis. This alternate will remain on the assigned run until the regular driver or first alternate returns.

F. New or Vacant Routes

Whenever additional routes are added or midyear vacancies occur, the route assignment will be posted by the Supervisor of Transportation for a period of three (3) days. Seniority rights for the new position shall be based upon the following order:

1. Regular Routes - Whenever additional routes are added or mid-year vacancies occur, drivers from the master seniority list, highest to lowest, may select the route, but not to exceed more than three (3) postings. The Supervisor of Transportation will then offer the fourth (4<sup>th</sup>) vacated route to the drivers of single routes only according to seniority. The vacated single route will then be posted and the three (3) posting procedure as stated above will be followed. Only after these procedures have taken place will a route be offered to a substitute driver. Any vacancy must be filled within ten (10) work days.
2. Kindergarten and Special Education Routes - Whenever additional routes are added or mid-year vacancies occur, the route will be posted by the Supervisor of Transportation for a period of three (3) days. Selection will be open to all drivers from the master seniority list. Seniority and published qualifications set down by the Supervisor of Transportation will determine eligibility. Every effort will be made to fill the position within fifteen (15) work days.

G. Split Kindergarten or Special Education Routes

If a kindergarten or special education route is split, the assigned driver of the original route will have first right of selection of the resulting routes.

H. Shuttles

1. If a shuttle cannot be driven on time by a driver after one (1) week of continuous driving, it goes back to the master seniority list and is put up for bid. Shuttles are not guaranteed.

2. Ada Christian shuttle drivers will be paid (.2) for the a.m. shuttle and (.2) for the p.m. shuttle.

I. Changing Routes

Once a driver has received their route and the time of the route is established, the route may be changed as follows:

1. If the route is increased in time by five (5) minutes or more, the driver will be paid for the increased time.
2. If the route is reduced by more than ten (10) minutes, the time will be reduced by only the time that exceeds the ten (10) minutes.
3. If a special education route is reduced by more than thirty (30) minutes, the time will be reduced by only the time that exceeds the thirty (30) minutes.

## ARTICLE IX

### LAYOFF AND RECALL PROCEDURES

A. Layoff

1. If a layoff occurs for any reason, probationary employees shall be the first to be laid off.
2. If additional layoffs are required, employees shall be laid off in reverse order of seniority (lowest to highest).
3. Employees shall be given a minimum of ten (10) days notice prior to a layoff. A change in work schedule does not constitute a layoff.

B. Recalls

1. Recalls shall be in the reverse order of layoffs (highest to lowest). Drivers will be notified by certified mail at least five (5) days prior to the date they are expected to return to work. Failure to report to work within ten (10) work days of stated return date will terminate employment along with all privileges of this Agreement.



ARTICLE X  
EVALUATIONS

- A. All non-probationary employees may receive a formal evaluation every two (2) years by the Supervisor of Transportation. A rotation schedule for evaluation has been developed. Evaluations may include driving record, pre-trip review, attendance, driving route, etc. The employee will receive a copy of the evaluation by May 30 of the year in which they are to be evaluated. Employees may be evaluated more frequently at the discretion of the administration.
- B. Any correspondence which becomes part of that driver's personnel file will be shared with the driver and, if requested, a trustee of the Association, before it is placed in their file.

ARTICLE XI  
GRIEVANCE PROCEDURE

A. Definition of Grievance

A "grievance" is a claim of improper application of the valid current "Contract Agreement". An "aggrieved employee" is the employee (or employees) who is/are directly affected and, therefore, will make the claim. The Association is the aggrieved only when an employee's rights have been allegedly violated.

It is the intent that all grievances should be resolved as soon and as simply as possible.

Nothing contained herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the administration, either alone or with a representative of the Association, and having the grievance adjusted without intervention of the Association; provided the adjustment is consistent with the terms of this contract.

B. Timelines

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the deposition at the preceding level. In the event the written answer is not submitted in the time specified, the aggrieved may proceed to the next level. The time limits specified may, however, be extended by mutual agreement, in writing, between the Association president and the Supervisor of Transportation or designee. A supply of the grievance forms shall be on file with the Association secretary.

1. Level One

- a. An employee may, within five (5) work days of the occurrence of the grievance, orally discuss the matter with the Supervisor of Transportation and, if requested, a trustee or other officer of the Association, with the objective of resolving the matter informally. If the problem is not resolved to the employee's satisfaction, he/she may:
1. Within five (5) days of the above conference, put the grievance in writing on the form provided and present it to the Assistant Superintendent for Finance and Operations.
  2. A conference between the Assistant Superintendent for Finance and Operations, the employee and Association trustee or other officer, shall be held. The Assistant Superintendent for Finance and Operations shall submit the written decision to the employee and the Association no later than five (5) work days after the meeting.
  3. The Association trustee shall then report to the Association officers a determination of the merits of the grievance will be made.
  4. If the grievance is not resolved at this level and the Association officers feel that the grievance has merit, the Association shall file a level two appeal form.

2. Level Two

- a. The level two grievance form will be filed within five (5) work days to the Assistant Superintendent of Personnel after receipt of report from the Assistant Superintendent for Finance and Operations.
- b. The Assistant Superintendent of Personnel shall return a written decision to the Association no later than ten (10) work days after the receipt of the level two form. If said decision fails to settle the grievance, the Association may appeal to level three no later than three (3) work days after receipt of the Assistant Superintendent of Personnel's decision.

3. Level Three

The Association may appeal to the Superintendent no later than ten (10) work days after receipt of the Assistant Superintendent of Personnel's decision. The grievance will be resolved at this level within fifteen (15) work days of receipt of the grievance from the Association.

## ARTICLE XII

### WAGES & FRINGE BENEFITS

#### A. Wages

1.	<u>Regular Routes</u>	<u>1998-99</u>	<u>1999-2000</u>
	Step 1	\$11.88	\$12.21
	Step 2	\$12.42	\$12.76
	Step 3	\$12.98	\$13.34
	Step 4	\$13.52	\$13.89
	Step 5	\$14.08	\$14.47
	Step 6	\$14.62	\$15.02

Step changes will be effective July 1. Benefits such as longevity and vacation are effective on anniversary date.

#### 2. Longevity

Beginning of 11 <sup>th</sup> year:	\$.40 per hour
Beginning of 16 <sup>th</sup> year:	\$.35 per hour
Beginning of 20 <sup>th</sup> year:	\$.25 per hour
Beginning of 24 <sup>th</sup> year:	\$.25 per hour

#### 3. Special Education Premiums

\$.50 additional for non-lift special education runs  
\$.85 additional for lift bus special education runs

#### 4. Extra Trips: Paid at \$9.25 per hour in 1998-99 and 1999-2000. Special Education extra trips will be paid at \$9.50 per hour for non-lift and \$10.00 per hour for lift for 1998-99 and 1999-2000.

Emergency Trips will be offered to regular drivers at overtime rate from an overtime list before being offered to substitute drivers.

#### 5. Route Help Pay: Paid at \$5.00

#### 6. Requirements of Job

Mandatory meetings, committees, conferences, bus school, drug testing, and other duties as assigned by the Supervisor of Transportation will be paid at their regular rate, excluding premiums.

#### 7. Overtime: Overtime shall be paid at one and one-half (1.5) the regular hourly rate for all hours over forty (40) per week.

#### 8. Emergency List: The Supervisor of Transportation will implement an overtime emergency list for drivers to sign up for additional trips on a rotation basis.

9. Breakdown or Accident  
Drivers shall be paid at their regular wage for any time spent beyond regularly scheduled time due to a breakdown or accident, if approved by the Supervisor of Transportation.
10. Jury Duty  
In the event that a driver is summoned for jury duty, a special leave of absence shall be granted for that purpose. The driver shall be at work at all regular working hours when not serving as a juror. The pay a driver shall be entitled to for such leave shall be their regular wage plus premiums for time necessarily lost from their normal work schedule, less any amount earned for jury duty. Mileage based on the IRS rate will be reimbursed to the employee from the Business Office.
11. Court Summons  
In the event a driver is required to appear in court for reasons of legal suit being brought against the Forest Hills Public School District or the driver, in connection with their employment by a third party, said driver shall be paid at the assigned wage for all time spent and reimbursed for any direct, personal expenses incurred. The district shall provide legal counsel as deemed necessary. The Supervisor of Transportation or member of the administration, if requested, in writing, will accompany the driver in these proceedings.
12. School Closings  
When school is closed because of special circumstances, employees will be paid under the following conditions:
- a. If all employees are not required to report.
  - b. If an employee is specifically required to report.
13. Early Dismissal  
In the event of an early dismissal, an attempt to contact the drivers will be made; however, if no contact is made and a substitute driver must be called, the regular route driver will not receive pay for the route time driven by the substitute.

14. Delay Day or Cancellation of School  
A driver will be paid two (2) hours at their regular wage if they report to work and school is canceled or there is a delay in school starting time. Comp time will be paid to drivers that drive their mid day driving on a day when school has been canceled in part.
15. Pay for Alternate Drivers for Special Circumstances  
Alternate drivers on special education routes will receive the differential rate and time when covering the route.
16. Familiarizing Drivers with New Routes
- a. Up to four (4) hours of trip pay will be paid on a one time basis for familiarizing drivers with the selected route and for all paperwork required during the course of the school year.
  - b. Special education drivers will be paid up to eight (8) hours of trip pay to set up and familiarize themselves with the route.
  - c. Kindergarten drivers shall be paid up to four (4) hours of trip pay to set up and familiarize themselves with the route.
17. Bus Duty Responsibilities
- a. Drivers will be given (.1) per day to cover keeping their bus clean.
  - b. Drivers will be given (.3) per day for the daily pre-trip of their bus.
  - c. Drivers will be given (.1) per day to fuel their bus.
  - d. Drivers will be given (.1) per day for post-trip responsibilities.
18. Sick Leave Pay Off at Resignation  
At the time of termination of employment, if an employee has accumulated sick leave, the Board will pay a bonus as follows:
- |                            |            |
|----------------------------|------------|
| 50 days (300 hours) pays:  | \$ 500.00  |
| 67 days (400 hours) pays:  | \$ 750.00  |
| 83 days (500 hours) pays:  | \$1,000.00 |
| 100 days (600 hours) pays: | \$1,250.00 |
19. Bonus for Proposing Cost Savings Ideas to District
- a. Any employee who proposes an idea (in writing) which is approved by the administration and saves the school district over \$100 annually will receive a one-time bonus of \$50.

- b. Any employee who proposes an idea (in writing) which is approved by the administration and saves the school district over \$250 annually will receive a one-time bonus of \$100.
20. Reimbursement for CDL's  
The Board will reimburse the driver the cost of all required testing to receive a CDL licence and any other classifications required by law, not including the cost of a basic driver's license, after completion of the thirty (30) day probationary period. Renewal costs will be covered to the same extent.
21. Non-Scheduled Down Time  
Drivers who do not have scheduled down time and are asked by the Supervisor of Transportation to revise their route sheet, will be paid at trip rate.
22. Covering Other Runs Because of Driver Shortage  
In the event of a driver shortage, those drivers who help cover a portion of another run or shuttle will be compensated an additional \$5.00 route help pay. This excludes covering a run other than their own. If shuttle help by a driver does not change driver's time or route in any way, said driver will not be eligible for route help pay of \$5.00.
23. Scheduled Days Off  
Drivers who have scheduled days off during their route (for example, PPI drivers) will not be paid for non-driving time. They may sub on other routes during that time or they may drive trips, as the schedule allows. It shall be the responsibility of said driver to notify the office of availability and he/she will be given priority consideration by seniority.
24. Association Negotiation Team  
The Association Negotiation Team will be granted released time from their assignment to serve on the negotiation team at their regular wage and premium.
25. Association Representation of Fellow Employee  
Association trustees or other officers who represent and meet with a fellow employee that meets with the administration to resolve an issue may be released from his/her assignment and compensated at his/her regular wage and premium.
26. Pay for Annual Physicals  
Drivers will receive pay for one hour (1) at their route pay plus premiums for an annual physical.

## ARTICLE XIII

### FRINGE BENEFITS

#### 1. Health Insurance

- a. Drivers will be provided with a guaranteed six (6) hours per day/30 hours per week to qualify for single person health insurance coverage by fulfilling those hours through extra trips, shuttles, bus washing, etc. Those drivers that "Opt Out" of the guaranteed six (6) hour per day, must complete a form and submit it to the Benefits Office and their benefits will be prorated. (Opt out is defined as those employees who choose not to attempt to be scheduled for a minimum of six (6) hours per day or thirty (30) hours per week.) Regularly scheduled work hours will be submitted to the Benefits Office from the Supervisor of Transportation as of the fourth Friday of September and the start of the second semester. Employees may purchase full family coverage at their expense.
- b. The Board will provide coverage at the lowest premium rate of Blue Cross/Blue Shield, Blue Care Network or Care Choices. Employees who do not select the lowest premium health insurance carrier will pay the monthly premium difference through payroll deduction. Open enrollment is in September or at the time of hire.
- c. There will be a cap of 10% on the annual increase in health insurance premium which the Board will absorb. Any additional cost increase will be paid by the employee.

#### 2. Dental/Vision Options Under Flexible Benefit Plan

Drivers who qualify for six (6) hours or more daily are eligible for the single subscriber rate of the Board paid plan. Under the flexible benefit plan, this benefit credit may be applied towards purchasing Forest Hills Self-Funded Dental Plan I and/or Forest Hills Self-Funded Vision Plan I.

Drivers who work less than six (6) hours daily will, on a pro-rata basis, pay for coverages available through the flexible benefit plan based on their route as of the fourth Friday in September and the start of the second semester and on "Opting Out" of the six (6) hour guarantee.

#### 3. Open Enrollment Period

The Open Enrollment period for the fringe benefits covered through the flexible benefit plan is the month of September, except for new hires, who will need to enroll for fringe benefits in the Personnel Office, the first month after completing their probationary period.

Once an employee enrolls in the flexible benefit plan, they will remain enrolled for twelve (12) months unless employment is terminated or there is a change in family circumstances which qualified the employee for a change in benefits.

4. Cash in Lieu of Health Benefits

In lieu of subscribing to the Board provided health insurance, an employee covered under the six (6) hour guarantee may select the cash option equal in dollar amount to the lowest "single" subscriber premium rate for health insurance. Those employees that "opt out" of the six (6) hour guarantee will receive the cash option prorated equal to their regularly assigned regular route.

5. Annuity Payment Option

Employees who waive health benefits may opt to invest in a 403(B) tax sheltered annuity.

This option shall be terminated at any time the board contributions to annuities on behalf of the Board do not satisfy the non-discrimination requirements of Section 403(B) or Section 89 of the Internal Revenue Code and alternatives to this option will be mutually agreed to.

This annuity plan must be on the Board's adopted list for authorized payroll deductions.

6. Life Insurance

The Board will pay the monthly premium to provide each driver who qualifies for six (6) hours a day or more with \$5,000 term life insurance.

7. Hold Harmless

Liability protection to defend, hold harmless and indemnify the employee in the event that any claim, legal proceeding, etc., is brought against the driver in their capacity as an employee of the District provided they are acting within the scope of their employment. This liability protection is limited to the liability policy maintained by the District (\$1,000,000.00), subject to carrier requirements and restrictions.

8. Workers' Compensation Insurance

Workers' Compensation Insurance will be provided by the Board. Employees must report job related injuries to the Personnel Office within twenty-four (24) hours on the appropriate forms.

The employee has the option to accept the amount compensated by Workers' Compensation or to use the accumulated personal illness leave for any absence due to work related injury.



## ARTICLE XIV

### EXTRA TRIPS

#### A. Canceled Extra Trips

If a scheduled trip is canceled, the driver will receive a "C" for canceled and will be given the next trip.

1. If a scheduled trip is canceled and the driver actually reports for duty, they will be paid for two (2) hours and the handbook trip cancellation procedures will be followed.
2. A minimum of three (3) hours will be paid for Saturday or Sunday trips and for trips on non-scheduled school days, excluding summer.
3. In the event of a trip cancellation while a trip is in progress, due to an "Act of God", that trip will be paid for time driven and that trip will be driven by the same driver at the rescheduled date or the driver has the option of following the handbook trip cancellation procedures.
4. Extra trips will be offered to regular drivers at overtime rate from an overtime list before being offered to substitute drivers.

#### B. Meal Reimbursement

If an extra trip includes the hours listed below, a meal reimbursement will be provided up to the amounts specified below upon submitting paid receipts to the Supervisor of Transportation:

1. Between 7:00 and 10:00 a.m. - Breakfast will be reimbursed in the amount of \$4.00.
2. Between 11:00 a.m. and 2:00 p.m. - Lunch will be reimbursed in the amount of \$5.00.
3. Between 4:00 and 7:00 p.m. - Dinner will be reimbursed in the amount of \$6.00.

#### C. Overnight Trips

On overnight trips, food and lodging will be provided for drivers and expenses will be reimbursed upon paid receipt submitted to the Supervisor of Transportation.

#### D. Trip Sheets

Drivers must be at assigned school ten (10) minutes prior to departure time indicated on trip sheet. Trip times begin and end at the bus garage. On a non-scheduled school day, the driver will be given fifteen (15) minutes prep time.

#### E. Posted Time Pay

If a scheduled trip is actually driven and is reduced by more than one-half (.5) of the posted time on the trip sheet, the driver will be paid for one-half (.5) of the posted time.

## ARTICLE XIV

### ASSOCIATION RIGHTS

- A. The Board will release an Association representative(s) from his/her assigned duties with pay, to help process grievances or other issues when it is mutually advantageous for the Board and the Association to work together. Prior written approval of the Assistant Superintendent of Personnel is required.
- B. The Forest Hills Bus Drivers Association shall have the right to use, upon written request, school buildings at all reasonable hours for meetings. Also, a school copy machine shall be available at all reasonable hours on a scheduled basis.
- C. The Association reserves the right to specify the number of Association board members to be present at any meeting.

## ARTICLE XV

### BOARD RIGHTS

- A. The Board of Education retains all rights except those specifically limited by the terms of this Agreement.
- B. Each bus driver shall be provided with a copy of the Forest Hills Public School Bus Driver handbook which shall contain binding rules, regulations, policies and other information necessary to the proper performance of bus driving duties. The employee shall sign a statement acknowledging receipt of the handbook. In the event of a conflict between the handbook and the terms of this Agreement, this Agreement shall take precedence.

## ARTICLE XVI

### CLOSURE AGREEMENT

The parties acknowledge that during the negotiations which result in this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or any matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at both parties are set forth in the Agreement. Therefore, the Forest Hills Board of Education and the Forest Hills Bus Drivers Association for the life of this Agreement voluntarily and unqualifiedly waive the right and each agrees

that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter which was negotiated but not agreement was reached.


The parties shall continue to meet in good faith for the purposes of negotiating Letters of Agreement related to issues which are mutually deemed as not being addressed in the current Agreement; and to resolve concerns which may arise as to the negotiated intent, interpretation and application of the current Agreement.


ARTICLE XVII


DURATION

This Agreement shall be effective from July 1, 1998 to June 30, 2000 for language issues. This agreement shall not be extended orally and it is expressly understood that it shall expire on the dates indicated.

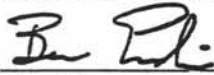
SIGNED ON BEHALF OF THE ASSOCIATION:

  
\_\_\_\_\_  
President

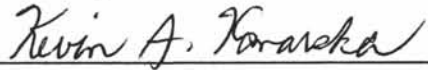
  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Chief Negotiator

SIGNED ON BEHALF OF THE BOARD OF EDUCATION:

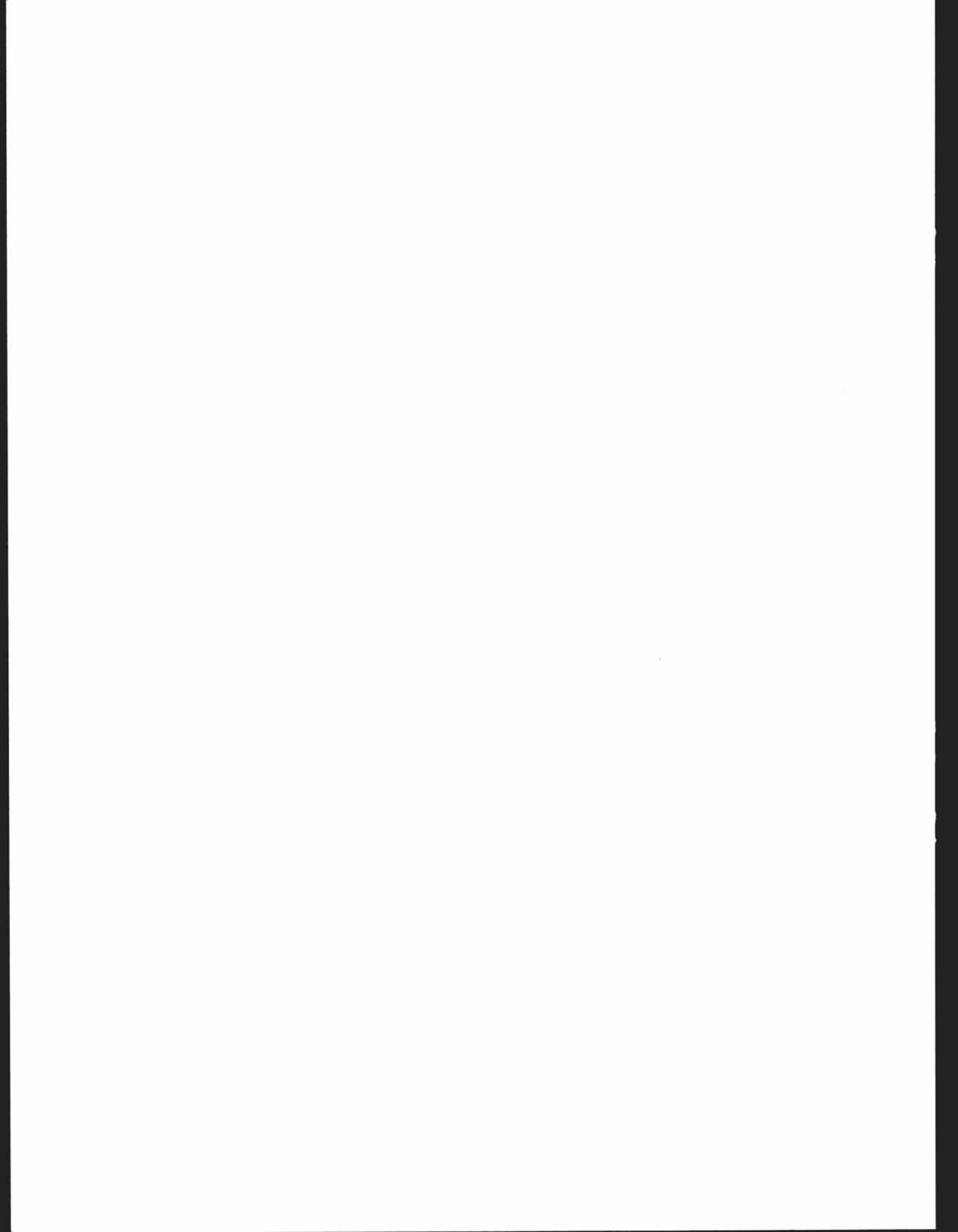
  
\_\_\_\_\_  
President

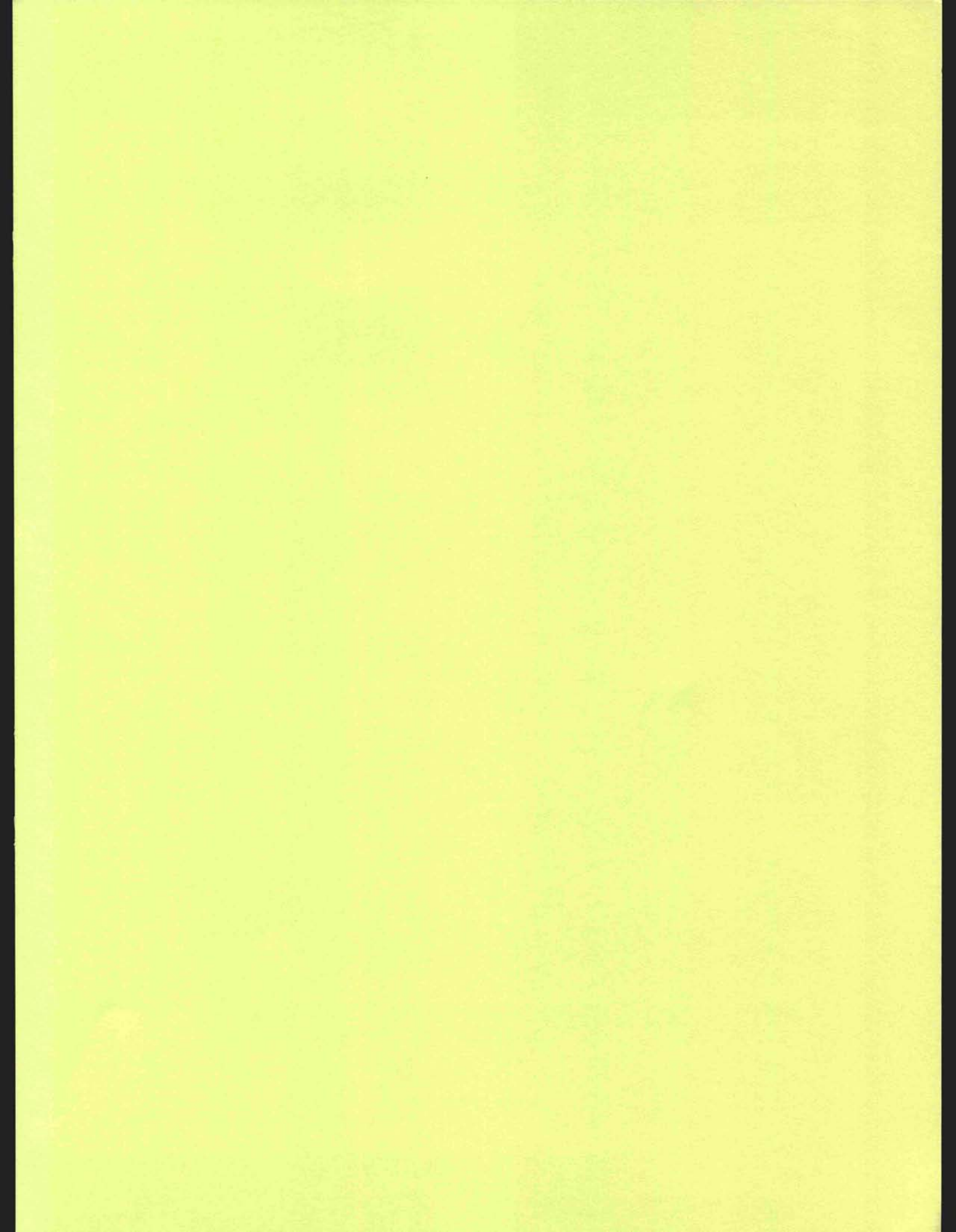
  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Chief Negotiator

Adopted by the Board: June 15, 1998

/dm  
Revised: 6/30/98





Forest Hills is an equal employment opportunity employer.

Any questions concerning Title VI and XI of the Education Amendments of 1972, which prohibits discrimination on the basis of sex, or inquiries related to section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap, should be directed to:

Kevin Konarska  
Assistant Superintendent of Personnel  
Forest Hills Public Schools  
6590 Cascade Road, S.E. • Grand Rapids, MI 49546  
(616) 493-8805