

6659

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, 2000 and shall remain in effect until June 30, 2003.
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. 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 days which 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.

In the event of a bus driver's death while employed by the School District, the above payment shall be made to any IRS defined legal dependent of the employee at the time of the employee's death. 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.

Manistee Area Public Schools

- f. Sick days shall not be charged to employees who are on extended leave for illness reasons on unscheduled work days (school vacation periods/holidays).
 - g. Clarification of the sick hours to reflect that kindergarten drivers earned sick days at the rate of seven or more hours per day. The conversion of those sick days into the 2000/2001 school year should be in hours, and not days. For example a driver who carried forward 40 sick days earned at 7 hours per day, would have 280 hours of sick leave. This would eliminate the payroll question of each driver having a different amount of hours for the sick days they have earned. Each driver will be responsible for checking with payroll, and agreeing to the hours, effective with the beginning of this contract.
3. 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 daily hours worked during the driver's employment.
4. Business Leave - Bus Drivers shall be entitled to one (1) 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.
5. Personal Leave - Bus Drivers shall be entitled to one (1) personal leave day to be used at the discretion of the driver with advance notice to the transportation supervisor.
6. 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.
7. 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.
8. 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.
9. 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.
 - 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. 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 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.
10. 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.

11. 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.

12. Substitutes

- a. A substitute shall be paid the regular first year rate of pay but 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 3rd year rate.
- b. A regular driver substituting for another driver is not eligible for payment for any hours other than those actually worked. For example, a driver who regularly drives for four hours per day, substituting for a driver who regularly works six hours per day does not become eligible for six hours of compensation on a holiday.
- c. Sub drivers will be allowed to purchase health, dental, vision, and any other insurance through the school policies, at no expense to the school system.

13. 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.

14. 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. With 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.

15. 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.

16. 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.

17. School Van

The number of passengers that may be transported by school vans for student activities shall be limited to the maximum rated capacity of the vehicle. 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.

18. Meal Reimbursement

The rate of reimbursement for necessary meals on bus trips will be according to the following schedule:

Breakfast	\$5.00
Lunch	\$6.00
Dinner	\$7.00

19. Commercial Driver's Licenses

The Board shall reimburse bus drivers for the cost of required CDL licenses.

20. Holidays, Vacations & 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.

21. Regular Run Time Allowance

- a. The allowance time for each bus run shall be determined by the business manager 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. All morning and afternoon runs that consist of a high school/non-public, and elementary run, will be compensated at minimum of two and one half (2 ½) hours. This will be reviewed by the drivers and administration after the 2000/2001 school year.
 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. Kindergarten runs shall be paid a minimum of 1 ½ hours.
 4. Time allowance for vocational runs shall be determined at the beginning of each year 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.
 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 circumstances will be subject to review.

22. 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 over-time 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.
- d. Drivers shall not be eligible for "extra trips" until they have been employed as a driver for a minimum of twelve (12) consecutive months and 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. Drivers will have 100 hours of driving, and have a regular run before they can take trips.
 3. Trips will be awarded to the driver signing with the least number of trip hours.
 4. 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.
 5. 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.
 6. Trips need to be assigned and circled by the bus supervisor three (3) days in advance of the trip.
 7. There will be no trading of trips between the drivers.
 8. If no driver with a regular run has signed for a trip, it may be given to a sub driver.
 9. Trips will be zeroed quarterly.
 10. In case of an emergency the bus supervisor will use his best judgement 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.

23. Driver Education Classes

Drivers shall be paid at the current minimum wage 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.

24. Wage Schedule

<u>Effective July 1, 2000</u>		<u>Effective July 1, 2001</u>		<u>Effective July 1, 2002</u>	
1 st year	\$11.10	1 st year	\$11.55	1 st year	\$12.00
2 nd year	11.40	2 nd year	11.85	2 nd year	12.30
3 rd - 10 th year	11.65	3 rd - 10 th year	12.10	3 rd - 10 th year	12.55
11 th - 15 th year	11.75	11 th - 15 th year	12.20	11 th - 15 th year	12.65
16 th - 20 th year	11.85	16 th - 20 th year	12.30	16 th - 20 th year	12.75
21 st - 25 th year	12.00	21 st - 25 th year	12.45	21 st - 25 th year	12.90
26 th - 30 th year	12.10	26 th - 30 th year	12.55	26 th - 30 th year	13.00
Over 30 year	12.20	Over 30 years	12.65	Over 30 years	13.10

25. 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 75% of the premium paid by the Board. Eligible employees who do not elect to take the above offered hospitalization coverage shall be provided a Section 125 cash option of \$800 per year, or the amount equal to \$66.66 per month of the contract year while they are employed.
- b. Any driver assigned a regular schedule of less than three (3) hours per day will be eligible for 50% of the single subscriber hospitalization insurance premium to be paid by the district.
- c. 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.
- 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 hospitalization plans shall count towards the stipulated \$5,000.

- e. The Board shall provide up to \$9.25 per month for vision insurance for drivers driving a minimum of three hours per day, except that program eligibility requires that at least 75% of the eligible group must take the insurance for their appropriate family status (i.e. those eligible for full family or self spouse must take the insurance even though they may have to contribute to the cost of the full premium).
- 25. The Board agrees to resume negotiations with the Bus Drivers' Association on a successor agreement at the request of the Association.
- 26. 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. The terms and conditions are retro active from July 1, 2000.

SIGNATURES

BUS DRIVER'S ASSOCIATION

Rebecca Jensen 2/02/01
Date
Marianne D. Stephens
Date
Jinda C. Robbins 2/6/01

MANISTEE AREA PUBLIC SCHOOLS

Joel J. Kuchta
Date
Howard Coas
Date

