

EMPLOYMENT CONTRACT

BETWEEN

THE FOWLerville COMMUNITY SCHOOLS  
BOARD OF EDUCATION

AND

Fowlerville Educational Support Personnel Association,  
MEA-NEA  
[Transportation Bargaining Unit]

2009-2011

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## EMPLOYMENT CONTRACT

This Contract entered into this 1st day of July 2009, between the Board of Education of the Fowlerville Community Schools, hereinafter referred to as the "Board" and the Fowlerville Support Staff Association, MEA/NEA, hereinafter referred to as the "Association."

### ARTICLE I RECOGNITION AND TERMS

- A. The Board recognizes the Association as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for all Bus Drivers, excluding all others such as, but not limited to, all Supervisory and substitute Employees.
- B. This Contract shall expire on June 30, 2011.
- C. The terms and conditions of this Agreement are to be effective upon ratification by both parties.
- D. Definitions:
  - 1. Drivers are defined as those Employees that drive a regularly scheduled run.
  - 2. Regularly Scheduled Run/Route: Whenever the term "run" or "route" is used it shall mean an established plan of daily transportation of students by school bus routinely performed during the school year.
  - 3. Trip: Whenever the term "trip" is used it shall mean transportation of students or other persons on an ad hoc basis to special events, contests, exhibitions, etc.
  - 4. School Bus: Whenever the term "bus" is used it shall mean a school bus as defined by law.

### ARTICLE II BOARD OF EDUCATION RIGHTS

- A. The Board reserves the right to the contrary, to promulgate new policies from time to time as the need arises, but not to conflict with the provisions of this Agreement.
- B. The Employer agrees to pay the legally specified contribution to the Michigan Public Schools Employees Retirement Fund on the gross wages for each Employee covered by this Agreement.

#### RESERVED RIGHTS:

- A. It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, authority, duties and responsibilities enumerated in the Revised School Code and conferred upon and vested in it by the Laws and Constitution of the State of Michigan and of the United States, including by way of illustration and not limitation, the rights to:
  - 1. The executive management and administrative control of the School District, its properties, equipment, facilities, and operations and to direct the employment activities and affairs of its Employees;

2. Hire all Employees and determine their qualifications and the conditions of their continued employment;
  3. Promote, transfer and assign all Employees;
  4. Determine the size of the work force, and to expand or reduce the work force;
  5. Establish, continue or revise policies and adopt work rules and regulations;
  6. Dismiss, demote and discipline Employees;
  7. Establish, modify or change any work, business or school hours or days;
  8. Determine the services, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or delivering its services and methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or sub-contracting thereof or changes therein, and the institution of new and/or improved methods.
  9. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or sub-division of buildings or other facilities.
  10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be consistent with Board policies then in effect and the specific and express terms of this Agreement providing the same are legal. The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Board not so mentioned and hereby retained by the Board. In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.
- C. There are special situations whereby Bus Drivers will not transport students in terms of occasional runs or trips. This includes special transportation situations such as, but not limited to, small group athletics, clubs and organizations and certain field trips traditionally transported by other means.

ARTICLE III  
GUARANTEE OF RIGHTS

In addition to the terms of this contract, and the policies of the Board of Education, the Association is hereby guaranteed all rights established by state law. The Board reserves the right to hire all Employees subject to the provisions of law and evaluate the effectiveness of the Employee. The Board reserves the right, based upon this evaluation, to promote, demote, transfer or dismiss such Employees limited only by the specific terms of this Agreement. The Board of Education maintains its prerogatives as established by law, including the institution of policies not in conflict with the terms of this contract.

ARTICLE IV  
DUES, FEES, AND PAYROLL DEDUCTION

- A. Association Members. In accordance with the terms of this Article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- B. With respect to all sums deducted by the Employer pursuant to authorization of the Employee, whether for the Professional Dues or Representation Benefit Fee, the Employer agrees to disburse said sums upon direction of the Association within fifteen (15) days.
- C. Service Fee Payers. Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the legally permissible MEA policy and procedures regarding objections to political-ideological expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed and/or exhausted, all other administrative and judicial procedures shall be barred.
- D. Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or legally permissible service fee to the Association, upon written notification by the Association the Employer shall deduct that amount from the bargaining unit member's wages, and remit same to the Association. Should such involuntary payroll deduction become legally disallowed, the Employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- E. The Association, in all cases of discharge for violation of this Article, shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the Employer limited to the question of whether he/she has failed to pay the service fee.

- F. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school-year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date. The Association agrees to indemnify and save the Board, and including each individual School Board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay, unemployment, and all court or administrative agency costs that may arise out of or by reasons of action by the Board for the purpose of complying with the discharge procedures of this Article, subject however, to the following conditions:
1. The damages have not resulted from the gross negligence, misfeasance, nor malfeasance of the Board or its agents, the Employer gives timely notice to the Association, and permits the Association intervention as a party if it so desires.
  2. The Association, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Section or the cost of defense which may be assessed against the Board by any court or tribunal.
  3. The Association has the right to choose the legal counsel to defend any said suit or action and the Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.
  4. The Association shall have the right to compromise or settle any claim made against the Board under this Section.
- G. Any bargaining unit member who is a member of the Association, or who has applied for membership, shall sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, (local) assessments and contributions from the regular wage check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year, not to exceed ten (10) deductions. Any Employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth (1/10) of the yearly dues for each entire month he/she did not work, except where the failure to perform services during the month was the result of the Employee taking paid leave provided for in the Agreement.
- H. For those Employees who properly execute and personally deliver to the business office payroll deduction cards, the Board agrees to deduct the specified sum and remit same to the Livingston/Oakland Federal Credit Union, approved annuities and any other plans or programs jointly approved by the Association and the Board.

ARTICLE V  
SENIORITY

- A. Seniority shall become effective after completion of the probationary period and shall date from the first day of work as a regular Employee. A new Employee shall be regarded as probationary for the first sixty (60) actual days of work of his/her employment as a regular Employee.
- B. When two Employees are hired on the same date the Employee with the greater amount of school Bus Driver substituting time on regular runs/routes for the District shall have the higher seniority. For purposes of this determination only the previous twelve (12) months will be used to establish the amount of substituting time. The parties shall mutually agree on the amount of substituting time prior to the assignment of seniority. Seniority determinations made using this method of calculation (defined above) shall not be subject to the grievance procedure defined in Article XVIII beyond step one (1.)
- C. No Employee who has completed the probationary period shall be disciplined, reprimanded or discharged without just cause. Probationary Employees are employed "at will" and may be disciplined or terminated at the discretion of the Employer. The termination of a probationary Employee shall not be subject to arbitration.
- D. Seniority is lost only by resignation or discharge of the Employee.
- E. Seniority shall accrue based on years of continuous employment from the Employee's last date of hire.
- F. Time on lay off or approved medical/FMLA or workers compensation shall not constitute a break of continuous employment and shall continue to accrue seniority. Time spent on other unpaid leave greater than fifteen (15) consecutive work days shall not count towards seniority.
- G. There shall be a seniority list for Employees. The lists shall be prepared by the Employer and available to the respective Employees by December 1st of each year. The Employee then has twenty (20) work days to challenge his/her placement on the list. If no challenge is made within this timeline, the list shall be deemed correct.

ARTICLE VI  
FILLING VACANCIES

- A. Annual Initial Bid Meeting: Prior to the beginning of each school year all run/routes shall be open for bidding. Prior to the conclusion of each school year each Employee shall be notified of the August bid meeting date. On the day prior to the scheduled bid meeting date, all runs/routes



shall be available for viewing at the transportation office by the Employees. On the bid meeting day, each Employee shall select, in the order of seniority, with the greatest seniority having the first opportunity to bid their assignment for the ensuing year. Employees shall not select runs that are scheduled on a daily basis, which exceed eight (8) hours per day without the permission of the Supervisor. The least senior driver(s) shall not bid on only a secondary run or an elementary run if it causes the District to hire another driver. Any Employee who is unable to attend the bid meeting shall be responsible for giving to the Association representative, his/her proxy bid which shall include his/her first three (3) choices. If none of his/her proxy choices are available, or if no proxy has been received, then the Employee shall be assigned a run/route as close as possible to their prior year's assignment by the Supervisor. Employees shall be limited to thirty (30) minutes for their selection of their run/route. If the Employee does not make his/her selection within the allotted time allowed, then the Supervisor will assign their run/route for the year. Those present at the bid meeting shall be paid Seven Dollars and 65/100 (\$7.65) for their participation in the bid process. This pay for participation in the bid meeting shall be increased by the same percent as Wage Schedule A.

B. Filling vacancies during the school year.

1. Employees who are granted a short term leave of absence of up to thirty (30) work days shall have their runs/routes filled by the most senior driver available without a run/route in that time slot. If an unusual circumstance occurs, the timeline may be extended. The parties must mutually agree to extend the timeline. This will not require the run/route to be bid. If the timeline is not extended by mutual Agreement, the run/route will be bid after the 30<sup>th</sup> work day of the leave of absence.
2. If an Employee has a previously scheduled appointment, this shall not interrupt his/her right to continue on the same run/route. Once awarded a temporary run/route, that driver will not be eligible to fill another until he/she has completed that temporary run/route. After completing the first temporary run/route, the driver may bump a lower seniority driver from another temporary run/route if that temporary assignment will have at least ten (10) work days remaining.
3. When a regularly scheduled run/route becomes vacant, a newly established run/route is created during the school year, or a driver is granted a long term leave of absence of over thirty (30) work days, a bid meeting will be held to fill the vacancies, subject to the conditions below.
  - a. Employees will be given at least five work days notice of a bid meeting to fill the vacancy and any subsequent vacancies which may arise at the bid meeting.
  - b. The Association Representative or designee may bid for a driver who is unable to attend due to illness, emergency, or other extenuating circumstances. The absent Employee shall provide a written proxy form to the Director of Transportation and Association Representative listing the Employee's three choices. If none of his/her three choices are available, the Employee will stay at his/her current position.
  - c. Attendance at the bid meeting is voluntary and as such, no compensation will be issued.

- d. Drivers will not be able to bid on a temporary vacancy unless the reassignment would constitute a change in time of at least ten (10) minutes per day, unless approved by the Transportation Director.
- e. Runs/routes will be awarded to the most senior regular driver that bids on the run/route.
- f. All changes in runs/routes will be implemented as soon as possible, but no later than three (3) work days after the bid meeting.
- g. Drivers awarded a temporary run/route will not be eligible to fill another until they have completed that run/route. Upon return from a leave, the returning Employee shall assume his/her previously bid run/route unless there has been a seniority adjustment. All other Employees shall return to their prior run/route.
- h. An Employee who is on a leave of absence exceeding thirty (30) work days at the beginning of the school year, shall first bid his/her run/route, then Section B of this Article shall be implemented.
- i. A description of the run/routes, approximate mileage, and approximate completion time will be provided at the bid meeting.

- 4. Whenever a driver accepts a temporary run/route due to a regular driver's leave of absence of over thirty (30) days, the driver accepting the temporary run/route must drive it or must be on an approved leave.

C. Howell Shared-Time Shuttle – if reinstated, will be split and bid on as separate runs.

D. It is in the best interest of the students that the driver be the same for the AM and PM portions of a route and that every effort will be made to assure that this happens. Therefore:

- 1. When a substitute driver is needed, the route, both the AM and PM , will first be offered to Association drivers. If an Association driver is available and wishes the assignment, it will be awarded to the most senior driver. It is clear that the driver must be available to drive both the AM and PM portions of the route.
- 2. If no Association driver is available to substitute on the route, both a.m. and p.m., as outlined above, an Association driver will be able to take the a.m. or p.m. portion of the route in order of seniority, and the other portion shall be awarded to a substitute driver.

E. Test Run: Each Employee may be required by the Transportation Supervisor to perform a "test run" of his/her selected run/route prior to the beginning of the school year in order to determine the approximate time of the run/route. This test run is to be paid at the driver's regular rate of pay.

F. Route Decrease or Elimination: An Employee whose run/route has been eliminated or downgraded by thirty (30) minutes or more shall be allowed to bump any driver with less seniority in order to maintain his/her driving time.

G. Route Time Increase: An Employee whose run/route has increased by thirty (30) minutes or more shall be open to bid by seniority to more senior drivers.

- H. Stand By Time: Employees shall remain on duty if there is less than forty-five (45) minutes between segments of their daily run/routes.
- I. Removal From a Run/Route: Specific drivers may be administratively prohibited from selecting, or removed, from a specific run/route where the driver has a record on that route of inordinate problems with parents or students. The Association President will be consulted regarding the move and its benefits to the school and the driver.

ARTICLE VII  
EXTRA TRIP BIDS

EXTRA TRIP POLICY

These guidelines are intended to make all trips equally available to all driving personnel.

- A. The opportunity to drive extra trips must first be offered to regular drivers, per the following policy on a rotational seniority basis beginning with the highest seniority driver. Transportation Employees, for the first eight (8) days of school only, may bid on extra duty trips only if they are available to drive them without being replaced on their regular run. The Transportation Supervisor, at his/her discretion, may allow the extra trips to be bid, which will be done in accordance with the Master Agreement. Employees will not be permitted to take a trip which requires them to be absent from their regularly scheduled student runs. The Employer may waive this option if necessary.
- B. Two (2) roster(s) will be maintained by the bus Supervisor for administration of this policy:
  - 1. Monday "M"
  - 2. Emergency "E".

The roster(s) for extra trips for all regular drivers will be arranged in seniority order. Any driver wishing to be considered only for certain extra trips must so indicate on the extra trip roster. Employees wishing to drive extra trips must sign the roster when posted to be eligible. The field trip roster shall be posted at the annual bid meeting and shall remain posted until the start of the school year for Bus Drivers to sign and indicate their intent to drive extra trips. New Employees have five (5) working days to sign the rosters.

- C. It may be necessary to request a regular driver to take off a regular run for an extra trip.
- D. If taking a trip requires a driver to miss his/her regular run(s) the driver will be paid his/her regular hourly wage for missed run/hourly time and the field trip rate for the remainder of the trip.
- E. As far as practical, extra trips will be assigned each Monday for the following week. To be eligible for any extra trips during that week, drivers must be present, without pay, except in cases of illness, emergency or other extenuating circumstances. At the Monday meeting when such extra trips are offered, drivers who are absent from the Monday extra trips meeting must notify the Supervisor prior to 9:00 a.m. that they will be available for trip assignments occurring that week. Eligible absent drivers shall be identified by the Supervisor at the beginning of the meeting.
- F. A driver refusing an extra trip will not be eligible for another extra trip until his/her name is reached in sequence on the extra trip roster. When a senior driver refuses an extra trip, the driver whose name appears next down on the seniority roster who is present will be offered the extra trip, and so on until a driver accepts the trip. When the last name on the seniority list has been reached, rotation will again begin at the top of the list.

- G. A driver who accepts an extra trip and then gives the Supervisor less than eighteen (18) hours notice that he/she is declining the extra trip for reasons, other than approved reasons such as illness, more than two (2) times within a school year, shall be dropped from all extra trip roster(s) for the remainder of the school year.
- H. Show Up/Cancellation Pay: Drivers assigned an extra trip which is cancelled after the arrival of the driver at the Bus Garage will be paid for one (1) hour, and if the extra trip is on Saturday the driver will be paid for two (2) hours.
- I. If a trip with an assigned driver is cancelled, the driver shall become eligible for;
1. If an "E" trip, the driver shall become eligible for the next trip available on the "E" roster.
  2. If an "M" trip, the driver shall become eligible for the first selection at the next Monday morning "M" roster meeting.
- J. Summer Trips: Extra trips run during the summer outside of the regular school year shall be made available to all driver personnel on a rotational seniority basis. Excluded from this provision will be Summer recreation trips which are arranged through the Fowlerville Recreation Association. Drivers will be notified by phone of available trips on Monday morning between 8 a.m. and 9 a.m. for that week. Each driver shall notify the transportation office of a phone number where he/she can be reached. A separate roster shall be posted for five (5) work days for signing prior to the end of the work year by drivers interested in driving Summer field trips.
- K. Roster Corrections:
1. Drivers who are inadvertently missed on bid day on the "M" roster shall notify the Employer before the end of the workday that the bidding took place, or in the event that the Employee is working during that day or on an Employer approved leave day, he/she must notify the Employer by the end of the next morning's runs. The Employer will redo the bid process.
  2. In the event an Employee is skipped the Employee shall be permitted to accept the next available trip (not in the same time slot).
  3. During the work week, if an Employee is inadvertently missed on the "M" roster when a trip comes in after bids have taken place, that Employee has to notify the Employer as soon as he/she becomes aware of the error. If time allows (more than 18 hours) the missed Employee shall be awarded the trip or if less than 18 hours notice he/she will get the next available trip.
- L. Emergency Assignment: The Supervisor of Transportation will exercise exclusive discretion in driver selection when an emergency condition occurs in any situation of driver need - inclusive of his/her driving the vehicle.
- M. Admission Fees: The Board shall provide admission fees for any driver during a trip for which he/she is charged.
- N. Sponsors: Two sponsors will be provided for a full load on a trip. One sponsor will sit in the back of the bus. One sponsor will sit in the middle of the bus.
- O. Splitting Extra Trips: No athletic extra trip will be split. The Transportation Supervisor in his/her discretion may split any other extra trip which is within District boundaries.
- P. Extra Trip Pay: Drivers who have an assigned extra trip on Friday, Saturday or Sunday, will at the conclusion of the trip, leave their completed trip sheet and bus keys at the designated location in the bus garage in order to be paid on the next scheduled pay period.

ARTICLE VIII  
WORKING HOURS AND CONDITIONS

- A. Overtime: Employees in the bargaining unit who actually work in excess of forty (40) hours in any week and for any work actually performed on Saturday in excess of four (4) hours, shall be compensated for those additional hours at one and one-half (1½) times the Employee's regular rate of pay. Double time shall be paid for work performed on Sundays and holidays.
- B. Each Employee shall notify the Supervisor or designee when he/she will be absent from work, not later than one (1) hour before the Employee's regularly scheduled work time, except in emergency situations.
- C. The Board reserves the right to assign drivers to buses.
- D. All drivers will be required to be in their buses during boarding.
- E. Drivers shall make every effort to arrive at their initially designated school drop-off point within a set limit of time. These time limitations shall be set by the Administration in writing prior to the-beginning of the school year and may be altered during the year if it becomes necessary.
- F. All runs/routes shall be timed from leaving the bus garage until the bus returns to the bus garage. This does not include prep time. All Bus Drivers will receive fifteen (15) minutes of prep time for their a.m. run, noon run (if assigned) and the p.m. run. All prep time is paid at normal hourly wage and shall be added prior to runs scheduled.
- G. Bus Driver's School:
1. Bus Drivers' School is mandatory. Drivers attending the Bus Driver Safety Education Course shall receive an hourly reimbursement at the Field Trip Rate per hour for each hour of attendance.
  2. The Board shall reimburse each driver for the cost of his/her license as required by law less basic driver license fee.
- H. Drug Testing: All Bus Drivers shall be required to submit to and pass all physical examinations required by state or federal laws, including testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 and its implementing regulations. The following procedures shall be followed:
1. During the term of this Agreement, the Employer will not engage in the testing of bargaining unit members through the taking of blood, urine, or breath samples in order to determine if they are under the influence of alcohol or drugs except as required by the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 and District policy 5358 concerning alcohol and drug testing.
  2. The Employer agrees that it will comply with all requirements, standards, and procedures required by 49 CFR Part 40, subparts A, B, and C, 40.1-40.111, in carrying out the drug and alcohol testing required by the Act.
    - a. The Employer may, for the purpose of implementing drug and alcohol testing pursuant to this Section, enter into a consortium which uses the services of an outside contractor or program administrator, provided the consortium, its contract(s) or program administrator meet all the requirements set forth in 49 CFR Par 40, subparts A, B, C, and D. Any consortium, if utilized, or any third party contractors providing testing services shall be considered agents of the Employer for the purposes in providing the Association with any requested information regarding the

testing procedures, custody of samples, documentation, instructions, warranties, and other relevant data in its possession regarding any testing of bargaining unit members taken pursuant to this section.

- b. It is expressly understood that all time spent by drivers in submitting to and undergoing testing for drugs or alcohol is work time and compensable at the driver's full time rate. All time which would not have been driving time will be at the driver's field trip wage unless the testing is required to take place during the driver's regularly scheduled driving time. In this case, the driver's compensation is at his/her regular run/route rate of pay.
- c. In the event that a bargaining unit member subject to the requirements of the Omnibus Transportation Employee Testing Act of 1991 is required to undergo referral to and evaluation by a substance abuse professional (SAP) and/or submit to treatment or a rehabilitation program as recommended by the (SAP), said referral, evaluation, and treatment shall be paid by the Employee's health coverage.

### 3. Information

- a. In conjunction with training, the Employer must provide the bargaining unit members with written information regarding its drug testing policies and procedures, including information of all persons responsible for the Employer's program, the categories of drivers to be tested, information on safety-sensitive functions, the conduct prohibited by the Act, the testing triggers and procedures, consequences, and information on the effects of alcohol and controlled substance use. The written material shall be that published by the U.S. Department of Transportation, Federal Highway Administration for the purposes of Employee training and information, and/or other materials mutually agreed upon by the Association and Employer.
- b. The Employer will provide the Association with notice and make available to representatives of the Association any training provided to its Supervisors regarding the symptoms of alcohol misuse and controlled substance use for purposes of reasonable suspicion testing and any other drug and alcohol testing training. The Association will be solely responsible for the designation of those Association representatives participating in the training.

### 4. Testing

- a. Should an Employee who is selected to report for testing have a pre-arranged appointment where cost is incurred for a non-performance of the appointment, the Board agrees to accept responsibility for the incurred cost.
- b. A school vehicle may be provided for the Employee's use to report to and from the testing site. Should the Employee choose to operate his/her personal vehicle, he/she shall be reimbursed at the current IRS mileage rate equivalent.
- c. If an Employee is not available for performance of alcohol and controlled substances random selection, the Employee will be required to submit to test performance upon the day of return to work. This is to protect the randomness of the selection process and to protect the integrity of the testing procedure.
- d. The Employer recognizes that alcoholism and controlled substance addiction are illnesses, and shall be treated as such, pursuant to the terms and conditions of this Agreement. However,

Employee alcohol and drug use, possession, or being under the influence during work time may result in discipline up to and including discharge.

5. Consequences for drivers engaged in alcohol misuse or use of controlled substances.
  - a. The Employer agrees that any bargaining unit member with an alcohol or drug abuse problem who voluntarily initiates diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner.
  - b. The substance abuse treatment center's determination that a bargaining unit member is not successfully participating in a program of rehabilitation shall result in the termination of the bargaining unit member.
  - c. The Employer agrees that any adverse employment action taken against a member as a result of a positive drug or alcohol test which is a violation of the standards of conduct (as well as alcohol or drug use, possession, or being under the influence during work time), is subject to the standards of progressive discipline and reasonable and just cause as set forth in this Agreement; and the decision to impose any discipline under this Section shall be subject to the grievance and arbitration procedures established in this Agreement. However, it is recognized that any such offense may result in discharge on the first occurrence.
  - d. Any driver who is subject to testing under the Act but, who through no fault of the driver, is unable to be tested in the applicable time period and is subject to the twenty-four (24) hour waiting period, shall be paid for such time at his/her regular rate.
  - e. Seniority:
    1. Seniority will not be accrued during the time spent in a rehabilitation program.
    2. Master contract guidelines will dictate the assignment process of a new seniority date should the new seniority date conflict with another Employee's seniority date.
6. Association Representation and Notice
  - a. The parties mutually recognize and agree that drug and alcohol testing are investigatory proceedings with respect to which the Employee is entitled to Association representation. In order to assure affected Employees of adequate representation, the Employer and the Association mutually agree to the following procedures:
    1. The Association shall be provided with simultaneous notice of any bargaining unit members who are selected for random, reasonable suspicion, post-accident and return to duty or follow-up testing as required by the Act.
    2. Upon notice by the Employer or request by the affected Employee(s), the Association shall have the right to send a representative to the testing site. Where practicable, such representative shall be one of the individuals trained pursuant to Section H.3.c of this Article.
    3. In the event that the medical review officer (MRO) initiates procedures to contact a driver as a result of a positive drug test, the driver may request Association representation.
  - b. All time spent by an Association representative attending the investigatory meetings/conferences conducted by the MRO shall be considered working time and paid in accordance with the driver's full time field trip rate.
  - c. The Association shall receive copies of all Employer reports to the Department of Transportation concerning drug testing

ARTICLE IX  
DISCIPLINE AND DISCHARGE

1. Rules Established and Enforced  
The employer has the right to establish reasonable and necessary rules and the right to enforce same through the Discipline Procedure. The employees or the Union have the right to take up grievances regarding discipline matters.
2. Just Cause  
After completion of the probationary period, no employee shall be disciplined or discharged without just cause.
3. Presence of Committee Person  
An employee (or group of employees) who is called into the office for the purpose of investigating matters which could result in disciplinary action for such employee(s) may request the presence of a committee person, and such request will not be denied.
4. Personnel File Review
  - a. A unit member has the right upon his/her own request to review the contents of his/her personnel file. The review will be conducted in the presence of the administrator, or his/her designee, responsible for the safekeeping of such file. The employee may have a committee person assist in said review. Such review shall be conducted at a mutually agreeable time. A copy of requested material will be provided.
5. Discipline Procedure  
The purpose of discipline will be to correct behavior and will be progressive in nature. It is recognized that certain offenses may require an immediate five (5) day suspension pending discharge. Included are:
  - a. Drinking and/or possession of intoxicants or illegal drugs while on the job or positive tests for drugs or alcohol shall result in immediate dismissal.
  - b. Theft
  - c. Flagrant Insubordination
  - d. Leaving job without permission causing students lived to be endangered
  - e. Recklessness resulting in serious accident to self or others while on duty.
  - f. Offenses listed are not intended to be all inclusive.



ARTICLE X  
COMPENSATION

- A. Employees shall be paid an hourly rate as specified in Transportation Wage Schedule A. Transportation duty time shall be for the normal amount of time needed to drive the route and perform other attendant duties under ordinary and usual road conditions, including weather and other relevant circumstances.
- B. Beginning July 1, 2001, up to two (2) years of experience credit on the wage schedule may be granted under the following conditions:
  - a. The experience shall be driving a school bus.
  - b. Driving experience must satisfy the District and state requirements of successful driving, including criminal background check and satisfactory driving check.
  - c. The driver will provide written documentation for up to two years of service credit with the MPSERS retirement system or written documentation from the previous Employer(s) of having worked at least 720 hours for each year of experience credit.
  - d. The experience shall be within the previous (4) years.
- C. Prep time is additional work time allowed regular Bus Drivers which is intended to be used for work related responsibilities that include such duties as pre trip inspection of the bus, bus warm-up, bus refueling, completing forms, meetings with Supervisors, etc. Prep time takes place at the beginning of the work time of regularly scheduled runs and field trips if applicable.
- D. Additional Time: To receive payment for hours worked beyond the allocated time, the driver must submit a time report which specifies the reason(s). Reports for additional time must be submitted to the Transportation Supervisor within twenty-four (24) hours of the occurrence. Additional time will be verified or denied within two (2) work days by the Supervisor. Additional time driving is paid on the driver's regular hourly rate. Additional time for meetings is paid under the heading "all other work" on Wage Schedule, A.
- E. Drivers shall be guaranteed their daily rate of pay for one hundred seventy-four (174) days per school year, but may be required to attend in-service programs or perform other assignments at the times determined and scheduled by the Employer to fulfill their obligations. Drivers will attend required in-services and/or workshops and not have the option of doing field trips during such in-services and/or workshops. Drivers shall be paid on the basis of nineteen (19) or twenty-four (24) pays per year.
- F. The rate of pay will be computed in the following manner: the hourly rate is multiplied by the number of hours worked in a given day. This number is then multiplied by the number of remaining work days starting with the beginning of the third pay period and divided by the number of remaining pay periods. (19 or 24)
- G. During the first two (2) pay periods, drivers will be paid actual hours for runs/routes as assigned. In the event regular runs/routes which are normally scheduled are either not scheduled for a few days or are cancelled during the first two (2) pay periods, they will be paid as if actually driven, provided the driver is not absent without pay. Beginning with the third payroll of the year, a standard time, based on actual time of normally scheduled runs during the first two (2) payrolls, will be established for each route; and that time will be paid at the hourly rate for normally scheduled runs driven per pay period for the balance of the year. Changes in standard time for routes must be approved by the Transportation Supervisor, and will then be paid from that time forward. Drivers must elect prior to the first pay day whether they want their pay spread over the

remaining nineteen (19) or twenty-four (24) pay days. Bus Drivers shall receive a copy of any time sheets required by the payroll office.

- H. In the event a drivers receives unemployment compensation for days when school is closed, the driver's compensation per hour per year will be adjusted such that the total of unemployment and annual compensation shall be equal to the compensation per hour per year had the driver not received unemployment compensation.
- I. All Bus Drivers shall be guaranteed a minimum payment not less than one and one-half (1½) work hours per day, which includes required prep time.
- J. Drivers shall be paid their regular hourly rate for time worked as a substitute on those runs/routes which are in addition to their regularly scheduled runs.
- K. When an Employee is scheduled to drive the vocational education or consortium route to another School District and the other District is not in session, the driver shall be available to drive in Fowlerville Schools as a substitute without additional pay as long as the compensation does not have a negative wage cost to the driver.
- L. **MEAL RATE**  
Employees will be reimbursed for meals on a trip upon presentation of a paid receipt, as follows:

<b>BREAKFAST</b> (between 6:00 a.m. & 8:00 a.m.)	\$5.00
<b>LUNCH</b> (between 11:00 a.m. & 1:00 p.m.)	\$6.00
<b>DINNER</b> (between 5:00 p.m. & 7:00 p.m.)	\$7.00

**ARTICLE XI**  
**HOLIDAYS**

**TRANSPORTATION:**

Effective June 30, 2010 employees will no longer receive paid holidays as follows:

1. Labor Day
2. Wednesday before Thanksgiving
3. Thanksgiving Day
4. Christmas Day
5. New Year's Day
6. Good Friday
7. Memorial Day

ARTICLE XII  
EMPLOYEE INSURANCE  
FRINGE BENEFITS

I. TRANSPORTATION:

The Employer shall provide the following cost of fringe benefits for twelve (12) months for the bargaining unit member and his/her dependents as follows with financial participation by the members. Transportation employees whose regular scheduled work day is six (6) or more hours a day, or thirty (30) hours a week will be eligible for the following:

Any employee employed as of July 2004 who had health insurance paid by the Employer shall continue to have this paid benefit. The employee must continue to drive the maximum allowable runs/hours available. Including a full set of a.m. and p.m. runs.

Plan A Transportation: HRA effective July 1, 2006

Blue Cross/Blue Shield Flexible Blue 2 High Deductible 0% Rx

Deductible Exposure: \$1,250 single, \$2,500 full

Dental Benefits: SET SEG Self Funded [Eligible benefit through June 30, 2010]  
75/75/50: \$1,000/\$800

Negotiated Life: \$10,000 AD&D

Vision: SET SEG Self Funded [Eligible benefit through June 30, 2010]

Long Term Disability: 66 2/3 %  
\$3,000 maximum  
60 work days-straight wait  
Freeze on offsets  
Alcoholism/Drug Addiction – 2 year  
Mental/Nervous – 2 year

Fowlerville Community Schools will pay the first 5% of the insurance increase over June 30, 2007 Blue Cross/Blue Shield rates and including an estimate of dental/vision/life/and disability effective July 1, 2007 and each of the following years.

Employee will cover any increase over 5%, effective July 1, 2007 and each of the following years. The employee contribution carries over each year of the contract.

District will fund the deductible of \$1,250 for single and \$2,500 for family if employee qualifies for full insurance.

Special Note: Each September and January employees covered by health insurance will provide documentation for children ages 19-25 that they are enrolled fulltime and are attending college. Fulltime is 12 credits or more. Association members can file an application for less than full time exception if their child is currently enrolled in college and completing a program by January 1, 2008.

January 1, 2007: District will convert the HRA to a HSA (Health Savings Account). District will fund \$1,250 for single and \$2,500 for a family deductible. January 1, 2007 – December 31, 2007 and each additional year of the contract if the employee qualifies for full insurance. The HSA deposit schedule into the employee’s accounts will be as follows: January 1<sup>st</sup> - \$625; April 1<sup>st</sup> \$625; July 1<sup>st</sup> \$625; October 1<sup>st</sup> \$625. If the employee’s HSA account has a deficit more than \$200, the district will loan the employee up to \$1,675 to cover for full family actual expenses or up to \$500 for a single until the district deposits funds into the account to make it whole. The employee will need to keep copies of all actual medical expenses incurred during this time period.

Effective June 30, 2010 all eligible employees will no longer receive dental and vision benefits as follows:

- Dental SET SEG Self Funded 75/75/50: 1000/800
- Vision SET SEG Self Funded

Plan B: Transportation – For employees not needing Health Insurance

Cash Payment	\$250 per month
Long Term Disability	66 2/3 % \$3,000 Maximum 60 Work Days-Straight Wait Freeze on Offsets Alcoholism/Drug Addiction – 2 Year Mental/Nervous – 2 Year
Dental	75/75/50: \$1,000/\$800 Self Funded Through SET SEG
Negotiated Life	\$10,000 AD&D
Vision	Self Funded Through SET SEG

Effective June 30, 2010 all eligible employees will no longer receive dental and vision benefits as follows:

- Dental SET SEG Self Funded 75/75/50: 1000/800
- Vision SET SEG Self Funded

Plan C: Transportation employees whose regular scheduled work day is four (4) hours or more but less than six (6) hours a day will receive 50% paid of the following which includes financial participation by the employee: HRA effective July 1, 2006

Blue Cross/Blue Shield Flexible Blue 2 High Deductible 0% Rx

Deductible Exposure: \$1,250 single, \$2,500 full

Dental Benefits: SET SEG Self Funded [Eligible benefit through June 30, 2010]  
75/75/50: \$1,000/\$800

Negotiated Life: \$10,000 AD&D

Vision: SET SEG Self Funded [Eligible benefit through June 30, 2010]

Long Term Disability: 66 2/3 %  
\$3,000 maximum  
60 work days-straight wait  
Freeze on offsets  
Alcoholism/Drug Addiction – 2 year  
Mental/Nervous – 2 year

Fowlerville Community Schools will pay the first 5% of the insurance increase over June 30, 2007 Blue Cross/Blue Shield rates and including an estimate of dental/vision/life/and disability effective July 1, 2007 and each of the following years.

Employee will cover any increase over 5%, effective July 1, 2007 and each of the following years. The employee contribution carries over each year of the contract.

District will fund the deductible of \$1,250 for single and \$2,500 for family if employee qualifies for full insurance.

*Special Note:* Each September and January employees covered by health insurance will provide documentation for children ages 19-25 that they are enrolled fulltime and are attending college. Fulltime is 12 credits or more. Association members can file an application for less than full time exception if their child is currently enrolled in college and completing a program by January 1, 2008.

January 1, 2007: District will convert the HRA to a HSA (Health Savings Account). District will fund \$1,250 for single and \$2,500 for a family deductible. January 1, 2007 – December 31, 2007 and each additional year of the contract if the employee qualifies for full insurance. The HSA deposit schedule into the employee's accounts will be as follows: January 1<sup>st</sup> - \$625; April 1<sup>st</sup> \$625; July 1<sup>st</sup> \$625; October 1<sup>st</sup> \$625. If the employee's HSA account has a deficit more than \$200, the district will loan the employee up to \$1,675 to cover for full family actual expenses until the district deposits funds into the account to make it whole. The employee will need to keep copies of all actual medical expenses incurred during this time period.

Effective June 30, 2010 all eligible employees will no longer receive dental and vision benefits as follows:

- Dental SET SEG Self Funded 75/75/50: 1000/800
- Vision SET SEG Self Funded

Plan D: Transportation employees hired after April 15, 2006 whose regular scheduled work day is six (6) or more hours a day or thirty (30) hours a week will be eligible for Single Subscriber insurance. Please refer to Appendix B for grandfathered Association Members.

The Employer shall provide the following cost of fringe benefits for twelve (12) months for the bargaining unit member as follows with financial participation by the members.

HRA during transition period, HSA on January 1<sup>st</sup> during life of the contract.

Single Subscriber:

Blue Cross/Blue Shield Flexible Blue 2 High Deductible 0% Rx

Deductible Exposure: \$1,250 single

Dental Benefits: SET SEG Self Funded [Eligible benefit through June 30, 2010]  
75/75/50: \$1,000/\$800

Negotiated Life: \$10,000 AD&D

Vision: SET SEG Self Funded [Eligible benefit through June 30, 2010]

Long Term Disability: 66 2/3 %  
\$3,000 maximum  
60 work days-straight wait  
Freeze on offsets  
Alcoholism/Drug Addiction – 2 year  
Mental/Nervous – 2 year

Fowlerville Community Schools will pay the first 5% of the insurance increase over June 30, 2007 Blue Cross/Blue Shield rates and including an estimate of dental/vision/life/and disability effective July 1, 2007 and each of the following years.

Employee will cover any increase over 5%, effective July 1, 2007 and each of the following years. The employee contribution carries over each year of the contract.

District will fund the deductible of \$1,250 for single subscriber if employee qualifies for insurance.

January 1, 2007: District will convert the HRA to a HSA (Health Savings Account). District will fund \$1,250 for a single for January 1, 2007 – December 31, 2007 and each additional year of the contract if the employee qualifies for full insurance. The HSA deposit schedule into the employee's accounts will be as follows: January 1<sup>st</sup> - \$325; April 1<sup>st</sup> \$300; July 1<sup>st</sup> \$300;

October 1<sup>st</sup> \$300. If the employee's HSA account has a deficit more than \$100, the district will loan the employee up to \$825 to cover for single subscriber actual expenses until the district deposits funds into the account to make it whole. The employee will need to keep copies of all actual medical expenses incurred during this time period.

Effective June 30, 2010 all eligible employees will no longer receive dental and vision benefits as follows:

- Dental SET SEG Self Funded 75/75/50: 1000/800
- Vision SET SEG Self Funded

Plan E: Drivers whose regularly scheduled day is less than four (4) hours a day will receive the following District paid benefit:

1. \$10,000 negotiated life insurance policy which provides accidental death benefits.

**Note: Any Employee who is responsible for a pro rata share of the above benefits shall sign a payroll deduction authorization form before coverage can begin.**

Effective June 30, 2010 all eligible employees will no longer receive dental and vision benefits as follows:

- Dental SET SEG Self Funded 75/75/50: 1000/800
- Vision SET SEG Self Funded

## II. MISCELLANEOUS FRINGE BENEFITS:

- A. Where more than one (1) member of the same family, i.e. husband and wife, are employed by the Board and are eligible Employees for the specified insurance coverage, only one (1) of said Employees shall be eligible for health insurance coverage. In the event an Employee's spouse is employed by someone other than the Board and his or her Employer provides equivalent health insurance coverage, the Board shall be relieved of any liability for the purchase of health insurance for said Employee. Not later than the third Monday of September each year every Employee shall certify, in writing, that his/her spouse does not have equivalent insurance coverage at his or her place of employment.
- B. LTD Coverage; The Board shall provide non-duty related sickness and accident coverage which shall commence once the Employee has served a sixty (60) work day waiting period. This benefit shall provide the bargaining unit member sixty-six and two-thirds ( $66 \frac{2}{3}$ ) per cent of her/his wage, including social security benefits for the duration of the disability or to age sixty-five (65) whichever occurs first. All provisions of the insurance contract in effect on the date of ratification shall be controlling in determining Employee eligibility for disability benefits. Disability of any Employee occasioned by work-related injury shall be exclusively covered by worker's compensation.
- C. When an Employee has exhausted all accumulated sick leave days and sickness and accident benefits, he/she shall be eligible for a medical leave of-absence without pay of not to exceed twelve (12) months, provided he/she submits medical proof of inability to perform normal duties. During the said twelve (12) month period, the Board may request medical recertification of inability to perform normal duties. Such leave may be renewable annually upon the request of the Employee.

- D. Employees whose fringe benefits require an Employee contribution shall sign and authorize a payroll deduction form for his/her share of benefits costs before coverage can begin. Additionally, those Employees who owe for the months of July/August shall arrange with the Employer a schedule of payments for July/August premiums.
- E. The Board will provide transportation personnel with the opportunity to participate in a Flexible Benefit Plan as defined by the Internal Revenue Service.
- F. Whenever an Employee is absent (i.e., dock day), the Employee must pay the premium cost paid by the Employer for each such dock day through payroll deduction from his/her pay unless the Employee is entitled to Employer-paid insurance pursuant to the FMLA. The amount that the Employee would pay per day would be determined by dividing the annual premium contribution paid by the Employer (July 1 through June 30) by the number of annual work days that the Employee is scheduled to work.
- G. During the length of the contract and mutually agreeable by the Association and District other health insurance plans could be reviewed if it is beneficial to both parties.

ARTICLE XIII  
PAID LEAVES

A. SICK LEAVE:

- 1. Sick leave will be granted monthly at a rate of ten (10) days each year. Sick leave shall be accumulated up to one hundred (150) days.
- 2. Sick Leave shall be granted for the following purposes:
  - a. Personal illness of such a nature as to render the member unfit for service, or for reason of medical, optical or dental injury or for purposes of treatment and/or examination.
  - b. Quarantine of member.
  - c. Illness of an immediate family member; limited to parents, siblings, spouse, guardian, child or ward.
  - d. Illness or disability due to pregnancy.
- 3. Allowance for sick leave for staff members employed less than one (1) year will be prorated on the basis of time served.
- 4. The Employer may require an Employee to provide medical verification when the Employer has a reasonable basis to question the fitness of the Employee's ability to work or the Employee is suspected of abusing sick leave. The verification will be at District expense to the extent not covered by insurance and the Employee was not otherwise going to the doctor.
- 5. Paid sick leave time for transportation Employees will be computed and charged on a per run basis. Food service Employee sick leave time will be in half or full day increments. Transportation Employees who are docked for unpaid work time will be computed and charged on an hourly basis.
- 6. If an Employee calls in sick the night before a day when school is cancelled due to an act of God, a day shall not be deducted from the Employee's sick leave accumulation.
- 7. A driver may use any of the leave provisions of this Agreement in one-run/route segments (not applicable to food service).



B. PERSONAL BUSINESS:

Personal business is an activity of a nature that requires the Employee's presence during the school day and cannot be attended to at another time or day. Requests for personal business leave shall, when possible, be requested in writing five (5) school days in advance. These days are not to be used for vacation. An Employee who is planning to use a personal business leave day on the day prior to a regularly scheduled holiday or on the day immediately following a regularly scheduled holiday must have prior written approval from their immediate Supervisor. Unused personal business days will be accumulated as sick days at the end of each school year. The Employer shall approve/ disapprove within forty-eight (48) hours of request.

1. All Employees: Two (2) personal business days shall be available each school year (July 1 to June 30). If two (2) are requested consecutively, a reason must be submitted to the Superintendent in writing for consideration. A maximum of two (2) personal business days will be approved for any work day.
2. Emergency situations shall be handled by the Superintendent or his or her designee, on a case by case basis.

C. Bereavement Leaves: Up to five (5) days of absence with pay will be granted to Employees for the death of an Employee's spouse, siblings, parents, guardians, child or ward. Two (2) days per year may be used for the death of an Employee's grandparents, grandchild, mother or father-in-law, brother or sister-in-law, niece, nephew, aunt or uncle, or significant other. Significant other is a person with whom a meaningful, long-term relationship has taken place (not to be confused with a good friend). If, unfortunately, there is more than one death that applies to this paragraph, an additional day will be granted. The District will consider extenuating circumstances, if more than two (2) days is needed for an above person. The Employee can request the Superintendent or his/her designee to consider additional days. One (1) of the five (5) days may be set apart to deal with matters related to the death which cannot be dealt with at another time.

D. Emergency situations may be handled at the discretion of the Administration.

E. Association Days: The District would grant a total of two (2) Association days to use each school year for Association business. The days will be granted if substitute drivers are available for their regular daytime runs.

ARTICLE XIV  
UNPAID LEAVES

- A. MATERNITY, CHILD CARE, GENERAL LEAVE: Pursuant to the Family and Medical Leave Act (FMLA) of 1993, an Employee who has been employed at least twelve (12) months and has worked at least twelve hundred fifty (1,250) hours during the prior twelve (12) month period is entitled to twelve (12) work weeks of leave during any twelve (12) month period without pay but with group health insurance coverage maintained for one (1) or more of the following reasons;
1. Due to the birth of the Employee's child in order to care for the child.
  2. Due to the placement of a child with the Employee for adoption or foster care.
  3. Due to the need to care for the Employee's spouse, child, or parent who has a serious health condition.
  4. Due to a serious health condition that renders the Employee incapable of performing the functions of her/his job.
    - a. "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider.
- Any leave taken under this Contract for the above purposes shall be charged against the Employee's leave entitlement under the FMLA at the election of either the Board or the Employee. Other conditions of the FMLA shall apply to leaves in this Section. This shall not preclude the Employee from using any benefits provided which are greater than the FMLA. Any health condition not covered above shall be discussed between the Employer and the Employee in order to permit the Employee to be away from his/her job.
- B. Maternity Leave: Maternity/child care leaves will be granted upon written request for a period of up to one (1) calendar year. Before the leave time expires, the Employee shall notify the Employer in writing of readiness to return. In the event the Employee fails to indicate readiness to return to work upon the expiration of said leave, she shall be terminated and forfeit any further rights she may have under this Agreement or individual employment contract. Leaves of absence shall commence at such time as the Employee is unable to continue on active duty due to her pregnancy, unless the Employee requests an earlier leave commencement time, which is approved by the Board. Sick leave may be used for physical disability prior to the unpaid maternity/child care leave but not during the unpaid/child care leave.
- C. Board Leave: Upon Board approval, leave of absence without pay for sickness or injury to an Employee or immediate family (spouse or child) shall be granted for a maximum period of twelve (12) months without any loss of seniority. The Board shall be provided a medical certificate for such leave, from the Employee's physician prior to granting said leave of absence. Upon return from leave Employee shall be granted all his/her rights afforded in this Contract in regards to bidding and seniority.
- D. Worker's Compensation Leave: Upon return from a Worker's Compensation claim, the Employee shall retain and accrue seniority and return to his/her former position, if available. If the former position is not available, the Employee shall bump the lowest seniored Employee in his/her classification in order to be assigned a position or assignment.

ARTICLE XV  
MISCELLANEOUS

- A. Act of God Days: Whenever an Act of God day or days are declared by the Employer, the Employee shall be notified by his/her Supervisor or designee not to report to work. Transportation Employees shall be in a paid status with any required Act of God make up days being without additional pay.
- B. An Employee called for jury duty or called by the Board to give testimony as a witness, not as a defendant, before any judicial or administrative tribunal or in an arbitration, negotiation, mediation or fact finding proceeding, shall be compensated for the difference between the Employee's regular job for which the Employee is contracted. The Employee must notify their Supervisor immediately upon notification of such duty to allow replacement or cancellation of such duty.
- C. Termination: Upon resignation in good standing or upon retirement in accordance with the Michigan Public School Employee's Retirement Act, or in the event of the death of the Employee, any Employee with ten (10) calendar years of service or more may redeem up to fifty (50) calendar days of accumulated sick leave at the rate of twenty dollars \$20.00 per day. In the event of death, the estate will be paid the money.
- D. Whenever an Employee is required to use his/her personal vehicle for school business, he/she shall be paid the current IRS rate for all mileage incurred. In addition, the District shall reimburse any deductible charged by the Employee's personal automobile insurance company, as long as he/she is not cited for a traffic violation as the result of an accident which occurs while using her/his vehicle for job-related activities. This is not intended to apply to travel going to or from conferences, meetings, or in-service activities.
- E. The manner in which Retirement Time is computed to determine a credit year is six (6) hours per day times one hundred seventy (170) days equals one credit year. When working less than six (6) hours, the time worked for the year is totaled and divided by one hundred seventy (170) days. This amount equals a prorated work year. The determination is completed by the office personnel of the State Retirement Board. The Board shall give a copy of the quarterly retirement report to each Employee at the time it is submitted to the retirement Board.
- F. The Board and drivers shall work cooperatively to maintain safe and secure conditions while students are on the bus.
- G. Workshops/In-Service: The Employees shall attend additional staff development workshops beyond the scheduled annual work day requirements for additional pay of their Employer's choosing. Transportation drivers will be paid their field trip rate. The Employer shall notify Employees ten (10) calendar days when feasible prior to the scheduling of such day. For workshops and/or in-services the work hours may be different than the drivers' regular hours. Drivers will attend required in-services and/or workshops and not have the option of doing field trips during such in-services and/or workshops.

ARTICLE XVI  
GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of this Agreement or written Board policies affecting working conditions of the member. Should a member/Association feel that there has been a violation, he/she will take the following steps:

**Step 1:** The member/Association, with or without a designated representative, shall discuss the grievance with the Supervisor informally within five (5) work days of the alleged violation and, if not resolved, shall file a written grievance with the Supervisor within fifteen (15) work days of the alleged violation and discuss the written grievance with the Supervisor within five (5) work days after the grievance is filed. If no satisfactory conclusion is reached within five (5) work days following the discussion of the written grievance with the Supervisor, the member/Association shall submit the written grievance within five (5) work days of the discussion with the Supervisor to Step 2. A grievance which is not within the scope of a Supervisor's authority may be filed initially at step 2. The written grievance, as required herein, shall contain:

- a. it shall be signed by the grievant(s)/Association.
- b. it shall be specific;
- c. it shall contain a synopsis of the facts giving rise to the alleged violation;
- d. it shall cite the section or subsections of this contract or written Board policy alleged to have been violated;
- e. it shall contain the date of the alleged violation;
- f. it shall specify the relief requested;
- g. it shall indicate approval or disapproval by the Association.

**Step 2:** The Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative within ten (10) work days after receipt of the grievance to discuss the grievance. Within ten (10) work days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association representative, and appropriate Supervisor, and place a copy of same in a permanent file in his/her office. If the decision of the Superintendent is unsatisfactory to the Association, the Association may appeal same to the Board of Education by filing a written grievance, along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's meeting, within ten (10) work days of receipt of the Superintendent's decision.

**Step 3:** Upon proper application as specified in Step 2, the Board shall allow the grievant and/or his/her Association representative an opportunity to be heard at a meeting of the Board within twenty (20) work days of notification of appeal to this step. The Board shall render its decision, in writing, within fifteen (15) work days of the meeting. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the appropriate Supervisor, the grievant, and the representative of the Association.

**Step 4:** If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration provided the submission is made in writing to the American Association of Arbitrators within

ten (10) work days after receipt of the Board's answer. If the grievance is timely submitted to arbitration, an arbitrator shall be selected in the following manner:

- a. The parties shall meet within ten (10) working days of the submission to arbitration for the purpose of selecting a mutually agreeable arbitrator. If the parties cannot agree within five (5) work days, then:
  - b. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The filing party shall pay any and all filing fees. The party against which a decision is rendered shall pay the entire cost of the arbitrator. In the event there is no clear loser, the party requesting arbitration shall pay the entire cost.
  - c. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground, or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no authority to change, alter, modify or add to the terms and provisions of this Agreement. Both parties agree to be bound by the award of the arbitrator to the extent the award was within the scope of his/her authority.
- B. Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.
  - C. The Grievant/Association will have the right to withdraw a grievance at any level without prejudice to the Association or other members.
  - D. A grievance may not be processed past Step 3 without the approval and endorsement of the Association.
  - E. The time limits provided in this Article shall be strictly observed, but may be extended by written Agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
  - F. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.
  - G. The Association will have on file, in the office of the Superintendent, the names of the Association representative in each building.
  - H. Nothing contained herein shall be construed to prevent any individual member from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given opportunity to be present at such adjustment.
  - I. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. The arbitrator shall have no power to issue an award resulting in financial liability to the Board for more than a total of sixty (60) calendar days prior to the filing of any grievance under any circumstances.
  - J. The Board shall release with pay for the time necessary during regularly scheduled hours, all members necessary for the arbitration hearing.

ARTICLE XVII  
REDUCTION AND RECALL

In the event Employees are to be laid off, the following shall be applied:

- A. The Association President shall be notified of all layoff/recall action in writing.
- B. Probationary Employees will be laid off before any Employee who has accrued seniority. A probationary Employee will be recalled only after all seniority Employees have been recalled.
- C. Seniority shall become effective after completion of the probationary period and shall date from the first day of work as a regular Employee.
- D. Seniority shall prevail in the lay off and rehiring of Employees.
- E. In reducing the work force, the last Employee hired shall be the first Employee laid off and the last Employee laid off shall be the first Employee rehired.
- F. All Employees shall receive twenty-one (21) calendar days notice of lay off.
- G. In the event of a layoff, the Employee so laid off shall be given fourteen (14) calendar days notice of recall to work, by registered mail to his/her last known address. In the event the Employee fails to make himself/herself available for work at the end of said fourteen (14) calendar days, he/she shall be deemed terminated.
- H. It is understood that an Employee must be able to perform the work available to qualify him/her for recall.
- I. The Employer agrees to post a list of the Employees in the bargaining unit arranged in order of their seniority.
- J. An Employee returning from leave/layoff shall have all of his/her previous accumulated leave/seniority restored.

ARTICLE XVIII  
STRIKE PROHIBITION

The Association recognizes that strikes, by public Employees, are contrary to the law and public policy. The Board and Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board.



TRANSPORTATION  
WAGE SCHEDULE A

<u>Classification</u>	<u>Years of Service</u>	<u>2008- through 1/22/2010 Rate of Pay/Hour</u>	<u>Effective 1/25/2010- through 6/30/2011 Rate of Pay/Hour</u>
Regular Route/Run	1	\$14.71	\$13.86
	2	\$15.16	\$14.31
	3	\$15.44	\$14.59
	4	\$15.83	\$14.98
	5	\$17.01	\$16.16
Field Trip Route/Run		\$12.13	\$12.13
Route Review Meeting		\$7.65	\$7.65
Bid Meeting		\$7.65	\$7.65
Training Classes		\$12.13	\$12.13
Student Safety Classes		\$12.13	\$12.13
Driver Trainer Teacher		\$14.27	\$14.27
All Other Work		\$12.13	\$12.13



# APPENDIX A

## LONGEVITY

### **Transportation**

#### Years of Service

#### Annual Longevity Pay

Experience payment of \$150 annually will be paid to drivers with 6-10 years experience prior to longevity beginning in June 2007.

11-15 Years	\$750.00
16-20 Years	\$900.00
21-25 Years	\$1,050.00
26+ Years	\$1,200.00

Longevity payments shall be included in the first or second paycheck in June.

## TRANSPORTATION FLAT FEE INCENTIVE PROGRAM

### General Guidelines

1. This Flat Fee Incentive Program (FFIP) is limited to Fowlerville Support Personnel Association members who are employed by the Board and who meet the eligibility requirement set forth below.
2. To be eligible for the FFIP an Employee must:
  - A. Be an Employee with at least five (5) years of service in this School District.
  - B. Be actively employed by the Board in good standing and cannot be on layoff or on a leave of absence. A driver off work related to a job related injury will be eligible for the Flat Fee Incentive if he/she meets the other eligibility requirements.
3. The Employee must submit his/her written notification of intention to resign at the end of the current year, and a fully executed Waiver and Release of Claim, a copy of which is available at the Superintendent's office by 4:00 p.m., sixty (60) days prior to the effective date of the resignation.
4. The School Board shall not take action to accept the resignation until the next regular School Board meeting. Employees who apply for the FFIP may withdraw their resignation by providing a written notice to the Superintendent's office, at any time prior to formal Board approval. If the Employee does not withdraw his/her resignation by the date of Board action such resignation shall become irrevocable.
5. In consideration for resignation by the Employee, the Board shall provide the following:

The total due will be paid by September 1<sup>st</sup> of the year the Employee resigns. The payment is in addition to any other benefits provided under this Agreement.

6. It is expressly understood that the payments are subject to applicable state and federal withholding taxes. Therefore, it is strongly recommended that the Employee consult with an attorney or other tax advisor to determine the tax consequences. It is further understood that the Board and the Association make no representations as to the tax consequences or liabilities that may occur as a result of an Employee selecting the flat fee incentive program.

#### FLAT FEE INCENTIVE SCHEDULE

##### **Transportation**

Transportation Employees will receive credit for each year of service according to the following schedule:

\$372.00 for every year employed with the transportation department in Fowlerville.

\$248.00 for every year employed with a transportation department in another School District.

Total incentive payment shall not exceed \$5,400.00.

Employees who are eligible for the flat fee incentive as of June 30, 2002 will continue to be eligible for the flat fee incentive at a prorated basis. The total flat fee incentive amount will be decreased by the total additional cost of holiday pay received by each eligible Employee above the 2000-01 holiday pay.

## **APPENDIX B**

2005-2006

Transportation Association Members List 04/06/2006

NAME
Benkovich, Denise
Blair, Sandra
Cassie, Carol
Ciszewski, Karen
Criche, Gail
Crusan, Cheryl (Lay-off)
Donal, Rene
Follis, Yvonne
Franks, Kim
Freyoldenhoven, Sharon
Henry, Sandra
Herbert, Sue
Hirth, Laurie
Hively, Kim
Horton, Denise
Krebs, Joni
Lockwood, Bunny
Murowski, Kathy
Myshock, Sherrie
Ott, Deborah
Ray, Cathi
Short, Debbie
Spears, Hope
Tederington, Alberta
Verdulla, Tammy
Wisuri, Bill

All of the above employees are grandfathered as of April 15, 2006 and will be eligible for Flexible Blue Cross/Blue Shield insurance if they meet the hours required per contract.

**Letter of Agreement  
between the  
Fowlerville Transportation Association  
and the  
Fowlerville Community Schools Board of Education**

The parties agree to the following language:

**403(b) Qualified Retirement Plan for Accumulated Sick Leave/Annual Leave-Vacation Pay/Incentive Pay/”Special Pay” (MEA Financial Services)**

- A. All employees who are eligible for accumulated sick-leave pay, annual leave-vacation pay, and/or Flat Fee Incentive Pay shall participate in this program.
- B. All accumulated sick-leave pay, annual leave-vacation, and/or Flat Fee Incentive pay shall be placed in to 403(b) account by the Employer by the timelines listed below.
  - 1) Flat Fee Incentive money shall be placed in the 403(b) account by September 1<sup>st</sup>
  - 2) Vacation pay and sick leave pay out shall be placed in the 403(b) account on or before July 15<sup>th</sup>.
- C. Employees who are 55 years or older by December 31<sup>st</sup> of the year in which they resign, shall have all amounts from above places in the 403(b) account by the timelines listed above and shall incur no penalty for immediate withdrawal.
- D. Employees who are less than 55 years old by December 31<sup>st</sup> of the year in which they resign and take distribution shall be subject to a 10% penalty for any withdrawal prior to age 59.5. To offset this penalty, any employee who is less than 55 years old before December 31<sup>st</sup> of the year in which they resign, shall receive an additional 2.35% of his/her total deposit added to the 403(b) account.
- E. This plan shall be in effect until January 1, 2010 unless extended by mutual agreement of the parties.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date