

***MASTER AGREEMENT***

***BETWEEN***

***SOUTH HAVEN BOARD OF EDUCATION***

***AND***

***SOUTH HAVEN BUS DRIVERS ASSOCIATION***

***Expires: July 1, 2016***

The South Haven Public Schools and the South Haven Bus Drivers Association agree that they shall not discriminate in their policies and practices with respect to compensation, terms or conditions of employment or educational opportunity because of such individual's race, color, religion, sex, national origin, age, height, weight, marital status, political belief or disability. The compliance officer for issues related to Title II, VI, VII, IX, Section 504, and Age Act can be reached at 616-637-0544.

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## **ARTICLE I RECOGNITION**

**Section 1:** The Board hereby recognizes South Haven Bus Drivers Association as the exclusive representative as defined in Section II of Act 379, Public Acts of 1965, in regards to wages, hours and other terms and conditions of employment for all bus drivers and bus aides employed by the Board. The term driver or aide when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit defined above.

**Section 2:** The Association, its members, and the Board of Education, agree to provide equal employment opportunity to all persons without regard to race, creed, color, sex, age, national origin, religion, or disability as provided in the Americans with Disabilities Act of 1990.

**Section 3:** The Board agrees not to negotiate with any organization or individual other than the Association for the duration of this Agreement, pursuant to Act 379, PA of 1965. **During the term of this agreement the Board agrees not to negotiate or seek contractual agreements with any individual group, or organization, for the purposes of replacing Association drivers or reassigning student transportation responsibilities to non Association members.**

**Section 4:** Representative: The Board recognizes the right of the Association membership to elect two (2) Association Representatives and an alternate from the Board's list of seniority employees.

**ARTICLE II**  
**BOARD OF EDUCATION RIGHTS**

**Section 1:** The Association recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by the United States Constitution and the Constitution of the State of Michigan and its General School Laws, all rights to manage and direct the operations and activities of the School District and supervise the bus drivers and bus aides are vested solely and exclusively in the Board.

**Section 2:** Such management rights include, by example but not limitation, the following:

- 2a. The executive management of the school district and its transportation system, its facilities and equipment and its employees.
- 2b. To hire all employees subject to the provisions of law, to determine their qualifications and the conditions of their continued employment.
- 2c. To establish bus routes, length and time of each and every bus run and/or trip, and provide for trips for athletics, field trips, and special trips for students to meet the needs of the instructional program.
- 2d. To determine employee assignments to regular runs, special trips, shuttles and other transportation activities necessary to effectively and efficiently operate the district transportation system.

To exercise these duties, rights and responsibilities, the Board shall formulate and adopt policies, regulations, rules and practices in the furtherance thereof and the use of judgment and discretion in carrying out these duties, rights and responsibilities, and shall only be limited by the specific and expressed terms of this Agreement and only to the extent allowed by law.

### **ARTICLE III GRIEVANCE PROCEDURE**

**Section 1:** Definition of a Grievance: A grievance is defined as an alleged violation or misapplication of any provision of this Agreement.

**Section 2:** The following matters shall not be the basis of any grievance filed under the procedure outlined in this article.

- A. Any matter filed by the Association in its own name except in those cases where expressed contractual rights have been afforded the association through the terms of this Agreement.
- B. The failure to hire any driver/aide upon the completion of his/her probationary period, or matters concerning the discipline of a probationary driver or aide.

**Section 3:** The grievant must be present at all steps of the grievance procedure unless physically incapacitated.

**Section 4:** It is mutually agreed that all grievances, disputes or complaints between the Employer and the Association, or any employee or employees, arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Association. The grievant must discuss the complaint with the supervisor before pursuing the formal grievance process. The grievant may choose to have or not have an Association Representative in attendance in this informal process.

Article III (Cont'd)

**Written:**

**Step 1:** If the grievance is not settled under the verbal procedure, the Representative will reduce the grievance to writing on the appropriate form and deliver it to the Director of Transportation within five (5) working days after the answer was due. Such grievance shall be dated and signed by both the Representative and the employee. It must state the facts upon which the grievance is based, the article violated, and the day it was discussed at the verbal step of this procedure. Policy or class grievances need only be signed by the Representative. The Director of Transportation shall have five (5) working days to respond to the grievance after the date it was filed. The Director shall sign and date the grievance to acknowledge receipt, and will keep a copy and return the original and one copy to the Association Representative.

**Step 2:** If the grievance is not settled, the Association may, after seven (7) working days from the receipt of the Director's answer, or the date it was due, deliver to the Superintendent or his designee, a request for a meeting between the parties. A meeting between the grievant, Steward, Association Representative and employer will be held to discuss the matter within ten (10) working days of the reply in Step 1, unless the timeline is held in abeyance by both parties. The Superintendent or his designee shall be allowed seven (7) working days after the meeting to render a written decision.

**Step 3:** In the event the grievance is not satisfactorily settled at Step 2, the Association shall submit the grievance to the South Haven Bus Drivers Association Grievance Panel for its review. The decision of the Grievance Panel shall be made within sixty (60) days after submission. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Association shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition. The Association will provide, to the Board, a certified copy of the decision to pursue arbitration and the date the decision was approved by the South Haven Bus Drivers Association Grievance Panel.

- a. All matters submitted to arbitration shall be done under the rules of the American Arbitration Association except as modified herein.
- b. The Arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.
- c. The Arbitrator may not add to or delete from the provisions of this Agreement.
- d. Only one grievance shall be presented to an Arbitrator in any one hearing and on any one day, unless the parties agree in writing to combine grievances for the same arbitrator or the grievances involve the same incident and the same issues.

Article III (Con'd)

- e. The Arbitrator shall be barred from hearing any grievance on a topic specifically barred from the grievance procedure.
- f. Where no monetary loss by the grievant or the Association can be attributed to the Board, the Arbitrator has no authority to make such an award or to invoke a monetary penalty as a solution to a grievance.

**Section 6:** Arbitrator's Decision, Fees:

- A. It shall be the responsibility of the Arbitrator to render a decision within thirty (30) days of the closing of the case, if possible.
- B. The charges of the Arbitrator for his fees and expenses will be borne equally by the parties. Each party shall pay the expenses of its own witnesses and representatives.
- C. The Arbitrator's decision on an arbitrable matter within his/her jurisdiction as provided in this article shall be the final and exclusive binding remedy for all disputes between the parties.

**Section 7:** Definition of Working Days: As used in this Article, "working days" shall be Monday through Friday inclusive, excluding any paid holidays provided for in this Agreement, or non-scheduled days during the normal school year.

**Section 8:** Settlement of Grievance and Time Limits: Any written grievance not appealed to the next step in accordance with this Article by the Association shall be deemed resolved on the basis of the Board's last response, without precedent. Any written grievance not responded to by the Board within the applicable time limit shall be deemed to be a denial and may be automatically advanced to the next step of the grievance process with the appropriate timeline by the Association. Time limits may be extended by mutual agreement.

## **ARTICLE IV DISCIPLINE AND DISCHARGE**

**Section 1:** No employee will be disciplined or discharged without just cause. Just cause shall be defined for purposes of this Agreement as participation in acts defined as criminal under the laws of the State of Michigan to include, by example and not limitation, conviction for theft, assault, battery, sexual misconduct, larceny, etc., violation of rules and policies established by the Board of Education and its administration, including, by example, but not limitation, excessive absence, drug or alcohol abuse affecting performance or use of it in the work place, sexual harassment, discrimination toward other employees in accordance with E.E.O.C., insubordination, the inability to perform satisfactorily for the job for which a person was hired, and/or violation of this Agreement.

**Section 2:** In fairness to employees, the Board shall follow the principles of progressive discipline.

**Section 3:** At the request of the employee, the Board shall notify the Steward or Association Representative prior to any disciplinary action being taken against any member which may result in any official entries being added to his/her personnel file. The employee will be notified as required by the Bullard-Pawecki Employee Right to Know Act, Public Act 379 of 1978, of any disciplinary actions that are to be included in the personnel file. If an employee is given a written reprimand, he/she will be given a copy of the reprimand. The Board may enter in the file any verbal reprimands/warnings with a brief notation as to cause and the date issued. There will be only one permanent file for each employee.

**Section 4:** At the request of the employee, the Representative or any other representative of the Association may be present at the time disciplinary action is imposed and shall represent the employee at all levels of disciplinary proceedings.

**Section 5:** Reprimands shall be presented in a private setting away from other employees and the public.

**Section 6:** Items in the employees file shall not be used for the purpose of progressive discipline after three (3) years from the date the discipline was implemented.

## **ARTICLE V SENIORITY**

**Section 1:** Seniority is defined as the driver's or aide's length of employment by the District in this unit since his/her last date of hire subject to the other provisions of this Article. Seniority shall be utilized solely for those purposes and to the extent specifically authorized by other provision of this Agreement.

**Section 2:** When a new employee is hired, he/she will be a probationary employee for the first ninety (90) days of employment. A probationary employee will have no seniority rights, but when such rights are acquired, service will date back to the last date of employment. The District may terminate the employment of a probationary employee at any time with or without cause or notice and such action shall not be subject to review in the grievance/arbitration procedures.

**Section 3:** It is mutually agreed between the parties that a bus driver employee must be qualified and certified to be eligible to drive a school bus in order to gain seniority as provided above. In the event the employee is not, his or her seniority will not start until such time as he or she meets such qualifications or eligibility requirements.

**Section 4:** Loss of Seniority: An employee's seniority will terminate for any of the following reasons:

- A. If he/she quits or retires.
- B. If he/she is discharged for just cause and the discharge is not reversed through the grievance procedure.
- C. If an employee who has been laid off and he/she fails to notify the Board five (5) days prior to the date to return of his/her intent to return to work after being recalled by registered mail, certified mail or telegram at his/her last address of record as shown on the Board's books. It is the employees responsibility to notify the Board's personnel office of any change of address.

In the event an employee will be absent from his/her address of record for a period exceeding five (5) days, he/she will notify the Board of the expected return date and the Board agrees to send notification of recall on that return date.

- D. If he/she does not return to work on the required date following a leave of absence, unless excused in writing by the Director and the Board's personnel office.
- E. If he/she is laid off or on a leave of absence for any reason, other than worker's disability compensation leave, for a period equal to the length of his/her seniority at the time his/her layoff or leave began or one (1) year, whichever is less.

Article V (Cont'd)

**Section 5: Seniority List:**

- A. The Board agrees to furnish the Association with a seniority list upon its request within five (5) working days, provided that this does not exceed two (2) times yearly. Date of hire for seniority purposes will be the first day a person works for the district as a regular driver or bus aide.
- B. The Board agrees to notify the Association within a reasonable length of time (usually five days), in writing of all newly hired bargaining unit employees and those who are terminated, laid off, or granted a leave of absence without pay.

**Section 6: Layoff, Bumping, and Recall**

The word "layoff" means a reduction in the work force due to a decrease of work, funds or scheduling that results in a need for fewer employees as determined by the Board.

When the size of the work force is to be reduced through a layoff of employees, the following procedure will apply. Employees who begin work on the same date will be considered to have the same date of hire. In case of layoff, persons having the same date of hire will be selected for layoff by the Board based on their job performance, absenteeism and desire to continue working. If two or more employees with the same date of hire are considered to be equal by the Board based on the criteria above, the employees will be laid off based on the last four digits of their social security numbers. The person with the lowest number will be laid off first.

- A. All substitute and probationary employees will be laid off first.
- B. In the event a double run is canceled, the driver of said run may have the option of taking the layoff or may bump the least senior double run driver.
- C. In the event the driver opts to bump the least senior double run driver, that driver may bump the least senior single run driver, provided he/she has more seniority than the least senior single run driver.
- D. In the event a special education run is canceled, the driver of said run may have the option of taking the layoff or may bump the least senior special education run driver or the least senior double run driver, if he/she holds the requisite seniority.
- E. In the event a single run is canceled, the driver of said run may have the option of taking the layoff or may bump the least senior single run driver.
- F. In the event the Board creates more than one (1) bus aide position and later cancels any additional positions, the last aide hired shall be the first aide laid off.

Article V (Cont'd)

- G. Employees who are laid off as provided above shall have recall rights in the inverse order of their layoff as vacancies occur or positions are reinstated. Employees having exercised bumping privileges as provided above shall similarly be eligible for recall to their former run.
- H. Notice of Recall shall be sent by registered or certified mail, or telegram, to the employee's last known address, according to the records of the Board, and shall allow a minimum of seven (7) calendar days between the date of mailing and date scheduled for the employee's return to work. A recalled employee who does not report for work on the designated return date, or who has indicated that he no longer desires to be employed by the Board, shall lose all further recall rights.
- I. If the employer reduces the work force at its own volition, the employer will provide two weeks notice before the employee(s) is laid off. If the laid off employee has the requisite seniority, the employee shall be given 72 hours from the time of notice to elect to accept the layoff or bump a less senior driver. In cases where the layoff is not the decision of the employer, but a result of decisions made outside of the district, the laid off employee will be given 72 hours notice before being laid off. The employee, so affected, will have 48 hours to decide to take the layoff or bump the least senior driver as provided in this agreement.
- J. For the duration of a layoff, drivers and/or aides shall be eligible to be on the substitute driver/aide list. Should a laid off driver consistently accept a substitute assignment; the driver shall remain on the trip bid list for the duration of layoff.

## **ARTICLE VI SCHEDULING**

**Section 1:** Introduction: The parties recognized that the Board retains the right to establish, alter and amend all transportation routes and schedules and to add runs, routes or special trips as it sees fit to provide for the efficient and complete satisfaction of all transportation needs. The parties further recognize that the employees have an interest in selecting available assignments in a fair and predictable manner. This Article is intended to provide a method to secure fair selection of driving assignments.

**Section 2:** Definitions:

**Route:** An established schedule and combination of runs which begin and end at the transportation yard.

**Run:** An established schedule and path which may be either:

- a) Pick-up or return home schedule for students of a particular school(s);
- b) Shuttle for students between school buildings or other facilities. Shuttles may be attached to existing routes, but must be assigned to the most senior available driver. Shuttles may be assigned between high school and elementary routes as time allows.
- c) Travel to and from transportation yard or between runs defined above in a) or b).

**Base Assignment:** An established schedule and combination of runs, normally a morning route and afternoon route, which form the basic work day for each regularly assigned driver.

**Noon Assignment:** An established route which begins after 10:00 a.m. and prior to 1:00 p.m. and is not coupled with a morning or afternoon route.

**Summer Assignment:** An established schedule and combination of routes to be available during the summer school work period.

**Extra Assignment:** An irregular or one-time route which includes, but is not limited to, approved field trips, athletic events and special events. These trips will be scheduled with the Transportation Department and scheduled in accordance with this Agreement. This does not include an unanticipated or emergency run during the school day which may be added to an existing route.

## **Article VI (Cont'd)**

### **Section 3: Bidding**

**Section 3a:** All vacancies will be open to be bid upon on the basis of seniority. Any position that becomes available during the summer months will be open for bid at the annual orientation meeting prior to the start of school. Drivers who wish to change assignments will be allowed to bid on such routes at that time. The most senior driver will have the first opportunity to bid on any vacant assignment. The bidding opportunity will continue down the seniority list until all vacant routes have been bid upon or rejected. Normally, the orientation meeting will take place about five (5) days before the start of school.

**Section 3b:** Drivers who are excused from attending the orientation meeting may express their preference for the run by notifying the supervisor. Based on availability, if the run is still vacant when the driver's name comes up on the seniority list, that driver will be awarded the position. It is the responsibility of the driver to contact the supervisor to determine any vacant positions.

**Section 3c:** Vacancies that occur during the school year will be posted for five (5) days on the office bulletin board before being filled.

**Section 3d:** The employer will post a list of the estimated time of each run. Run times are not guaranteed year to year.

**Section 3e:** Drivers will be allowed to bid on runs that include their own neighborhoods. If a problem occurs, a meeting between the Association, the driver, and the administration will take place to resolve the problem. If the problem remains unresolved, the administration reserves the right to transfer the driver to the first vacant run available.

**Section 3f:** New runs which will be assigned to existing routes will be bid. Only those drivers whose current route is conducive to a run being attached will be allowed to bid on the new run. Acceptable bids will be awarded according to highest seniority.

Should no driver choose to bid on the run, it will be assigned to the lowest seniority driver from eligible routes.

If the run begins before the bid process is complete, it will be assigned to the lowest seniority driver from an eligible route until the bid is awarded.

### **Section 4: Bidding Extra Trips**

Absolute seniority among employees shall prevail when employees with higher and lower seniority are eligible to bid for the same unit of extra assignment.

- 4a. Each driver will be afforded an opportunity to bid or pass on each available trip. In the event a driver passes, it will be considered the same as a bid and the next available driver in order of seniority may have an opportunity to bid.
- 4b. The Transportation Supervisor will add Substitute drivers to the bottom of the rotation list as deemed appropriate. They will be assigned a trip in rotation after all Regular Drivers have had an opportunity to bid once. Should no substitute drivers be available to cover the trip mandatory assignments will be made to Regular Drivers using the following criteria:
  - 1. A rotation will be kept and assignments will start at the bottom of the seniority list and work towards the top. When all drivers have had a mandatory trip assignment it will start over at the bottom. This rotation starts new at the bottom of the rotation list at the start of every school year.
  - 2. Drivers will be notified 48 hours in advance of assignment.
  - 3. Should the mandatory assignment put a driver into overtime due to work already assigned overtime pay will be approved for the hours exceeding forty (40) hours.
  - 4. Should a driver have extenuating circumstances not in their control each situation will be looked at on an individual basis. Should said driver be excused for above reason they will be assigned the next mandatory trip.
- 4c. A list of all known extra assignments will be posted at least the week prior to the assignments. Generally they will be posted on Tuesday unless there are extenuating circumstances.
- 4c. Each driver eligible to take an extra assignment shall, within twenty-four (24) hours of the posting, submit a preference list for the available assignment. The assignment will be made in seniority order to the bidder's preference.
- 4g. No driver, regardless of seniority, shall purposely bid on an extra assignment that creates an overtime situation in excess of fifteen (15) minutes without prior permission of the Transportation Supervisor.
- 4h. If a driver is ill on the day the assignments are posted, he/she may contact the transportation department and ask that the bid sheet be filled out for him/her.
- 4i. If an awarded trip is canceled before the driver reports for the trip, the driver will be eligible to bid first the next available posting. If the driver reports for the trip and it is canceled, the driver will be paid a guaranteed one (1) hour and will be eligible to bid first the next available posting. The same driver shall be the last to be canceled if there is more than one bus going to the same location on the same date.
- 4j. If a driver bids on a trip and then cancels for a reason within the driver's control, or without extenuating circumstances, that driver will not be able to bid on the next rotation.

4k. In the event the duration of a trip is altered to exceed the estimated duration by more than two (2) hours, the driver will be allowed to cancel said trip without penalty, provided the driver notifies the district in writing within forty-eight (48) hours of the notice of change in duration.

4l. Extra trip bidding opportunities will begin with the most senior driver. These opportunities shall be provided through the posting of a weekly list. A rotation system will be established that will function on the basis of seniority. When the first trip list is posted, the most senior trip driver shall have an opportunity to select a trip from the list. This process will continue until all trips have been selected. If lower seniority drivers have not had the option of a trip, those drivers will have first opportunity, on the basis of their seniority, to choose from the following week's list. Once all trip drivers have had an opportunity for a trip, the next opportunity would pass to the most senior eligible driver. A driver who passes on a trip or who after accepting trip later refuses it, will lose his/her turn to select until the rotation starts over.

## Article VI (Cont'd)

### **Section 5: Emergency Assignments**

Late notice or emergency trips may be filled by the supervisor on the basis of the regular drivers available for the trip. The trip will be awarded to the most senior driver accepting the trip unless that trip would cause the driver to exceed forty (40) hours per week. If no regular driver is available, the trip may be offered to a substitute driver. If it is more than 48 hours and no substitutes are available the trip will be assigned using criteria in Section 4b.

### **Section 6: Shuttles**

Regularly scheduled shuttles will be posted and awarded on a seniority basis from a pool of drivers who sign up for an opportunity for this more or less regular work. "Regularly scheduled shuttles" are defined as those which would last at least 20 working days, and require transportation at a more or less fixed time on a recurring basis. These do not include shuttles assigned to routes. A reasonable effort will be made to assign longer shuttle assignments to the most senior drivers. All temporary shuttles may be assigned by the supervisor to the personnel available.

Any field trips taking place in the summer months shall be assigned on the basis of seniority, on a rotation basis, from a pool of volunteer drivers.

**Section 7:** Summer driving opportunities shall be posted prior to the end of the school year if such opportunities are known in advance.

**ARTICLE VII**  
**HOURS AND WORK ASSIGNMENTS**

**Section 1:** The Board shall establish starting time(s) for each employee based on the specific assignment the individual holds or is assigned.

**Section 2:** The Board may require that unit employees perform work which is not part of the driver or aide's normal assignments for the Transportation Department. Performance of that work when required to do that or other work shall be paid at the hourly rate provided for in the Agreement. Driver(s) attendance at required court proceedings will be paid at the non-driving hourly rate during non-driving times.

**ARTICLE VIII  
WAGES AND HOLIDAYS**

**Section 1:** The following wages and benefits have been agreed to by both parties and will provide as follows:

**July 1, 2011 Pay Rate Schedule**

Date change only,  
no pay increase

**Driving Time**

90 days 1st year 2nd year 3rd year 4-10 yrs.  
\$ 13.48 \$ 13.91 \$ 14.66 \$ 14.99 \$ 15.28

**Longevity**  
11-14 yrs. 15+  
+\$0.20/hr +\$0.30/hr

Must have completed 11 years by 7/1/2007 to get longevity pay for that year.  
Must have completed 15 years by 7/1/2007 to get longevity pay for that year.

Shuttle Rate will be paid as follows for each 20 minutes. Minimum length of a shuttle is 20 minutes for compensation purposes.

**90 days -10 years**

\$ 5.00

**Longevity 11-14 yrs. Longevity 15+ yrs.**  
+\$0.10/shuttle +\$0.15/shuttle

Must have completed 11 years by 7/1/2010 to get longevity pay for that year.  
Must have completed 15 years by 7/1/2010 to get longevity pay for that year.

Non-Driving time: \$9.50

**Bus Aide Rates:**

90 days 1st year 2nd year+  
\$ 7.65 \$ 8.67 \$ 9.18

2011/12 Wage Re-opener  
2012/13 Wage Re-opener  
2013/14 Wage Re-opener  
2014/15 Wage Re-opener  
2015/16 Wage Re-opener

C. When drivers drive in town trips between their regular runs, they will be paid at their regular run rate for all driving time.

Drivers will be paid time and one-half (1-1/2) for all hours worked in a work week in excess of forty (40) hours. The work week will end at 12:01 a.m. on Saturday.

**Holidays:**

**Section 2:** The Board agrees to provide the following paid holidays as long as the employee works his or her regular shift the day before and the day after the holiday.

Thanksgiving Day, Day After Thanksgiving,  
Christmas Day, New Years Day & Memorial Day

## **ARTICLE IX BENEFITS**

**Section 1:** All bargaining unit employees who have completed the initial probationary period shall receive twelve (12) leave days per year that may be used for sick leave, business leave, or family. Each employee will be credited three (3) days at the start of the school year and then one (1) day the last pay period of each month for nine months totaling twelve (12) days. The paid time for these leaves shall be determined by a five day average of actual time as determined by time cards for five consecutive days during a selected period in October of each year as designated by the administration. Pay for sick days shall include drivers assigned shuttles scheduled for the day of absence. This shall only apply to the sick leave category. Day absence will be deducted from accumulated leave prorated to the actual time worked, rounded to the nearest quarter hour. Leave days may be used for doctor and dental appointments. However, because of the nature of the time worked in a bus driving position, it is expected that drivers will attempt to schedule such appointment between runs.

**Section 2:** A driver's sick leave accumulation will be capped at forty-five (45) days.

**Section 3:** Definitions: Leave days are divided into four categories. An employee will indicate when notifying the employer of intent to use a leave day whether the leave is a sick day, family care day, business day or a personal day.

***Sick Leave*** means the physical or psychological illness or injury of the employee. Days used for sick leave must be used to care for ones own health and well being.

***Family Leave*** means the care of ones parents, or the care of ones spouse, or children who are members of the immediate family and for who the employee would be responsible for custodial care. This policy does not cover spouses who are legally separated or those that have divorced.

***Business Leave*** means the use of leave time to attend to the personal business of an employee that cannot be attended to at a time when school is not in session. Business leaves shall be requested at least forty-eight 48 hours in advance. In requesting a business day, a brief general reason will be given, e.g. purchase property, court, lawyer, wedding, graduation, etc. These days shall not be used for any form of recreation including shopping trips, extending weekends, hunting, fishing or camping. Except in the case of an emergency, as approved by the superintendent or his designee, business days shall not be used to begin or extend a holiday or vacation period.

***Personal Day Leave*** means the use of leave time to attend to a personal matter of the employee that cannot be attended to at another time. Whenever possible, the employee will notify the employer at least 24 hours in advance. This leave category is limited to one (1) day per year and shall not accumulate. These days shall not be used for any form of recreation including shopping trips, extending weekends, hunting, fishing or camping.

Except in an emergency, as approved by the superintendent or his designee, personal days shall not be used to begin or extend a holiday or vacation period.

#### Article IX (Cont'd)

**Section 4:** Unpaid Leave: Employees may choose to use unpaid leave in place of leave days for personal illness or family care, however, in these cases no more than five (5) random days may be used per year and no more than three (3) days in a row. When using this option it is the responsibility of the employee to notify the supervisor in writing of the request. Additional unpaid leave may also be used with the approval of the employer, for special trips, time off for religious activities, or other activities that may be meritorious in the view of the employer. However, days off without pay may not be used to begin or extend a holiday or vacation period except in the case of an emergency, as may be determined by the superintendent or his designee.

**Section 5:** Funeral Bereavement Leave: With the approval of the Superintendent or his designee, employees may be granted funeral leave. An employee who has completed his probationary period shall be granted a maximum of six (6) work days as funeral/bereavement leave following the death of mother, father, sister, brother, spouse or children; three (3) days for father-in-law, mother-in-law, brother-in-law, sister-in-law, as long as the spouse is a member of the employee's household at the time of the death, otherwise one (1) day; two (2) days for grandparents, nieces or nephews or aunts or uncles of the employee. Business days may be used for funerals not covered by this Section.

**Section 6:** Jury Duty: An employee who is required to and reports for jury duty shall be paid his/her regular pay for each day of jury duty provided he/she turns over to the Director or the Board the jury duty pay received by him/her.

**Section 7:** Family and Medical Leave Act: The parties agree that they will honor the Family and Medical Leave Act and its provisions for providing unpaid leave to employees to care for family members for certain eligible family and medical reasons. An unpaid leave, up to an aggregate total of twelve (12) weeks may be granted for any of the following reasons: (1) to care for the employee's child after birth or the placement of a child for adoption or foster care; or (2) to care for the employee's spouse, child or parent who has a serious health condition. At the discretion of the Board, a Family and Medical Leave Act leave may be extended up to one year as unpaid leave to allow an employee to care for one's own personal serious illness, injury or disability that makes the employee unable to perform his/her job. Timelines and other such provisions of the act shall be adhered to by the parties. Leave day accumulation will not continue while on F&MLA leave. All but five (5) leave days must be exhausted before applying for F&MLA leave.

**Section 8: Long Term Disability:** The Board of Education will provide long term disability coverage. Coverage shall include an annual benefit coverage of 70% of salary not to exceed a monthly benefit of \$1867. It shall become effective after 60 calendar days and the employee is required to use existing sick days before becoming eligible for coverage. Pre-existing conditions shall not be excluded from immediate coverage for drivers employed prior to July 1, 1997. The maximum benefit will be to age 65, with a reduced duration for those who become eligible after age 60. The maximum benefit is

75% of salary from all sources. Upon the district's enrollment in the plan each member will receive a certificate of coverage detailing the plan.

ArticleIX(Cont'd)

Section 9: **Insurance:** Beginning January 1, 2001, full time drivers who want to buy the non-instructional insurance package will receive \$100.00 per month and the driver will pay the remainder. Full time drivers who choose not to buy insurance will receive \$40.00 per month. (A full time driver is defined as those working 7 hours per day or more on regularly scheduled runs and shuttles) Drivers working 3.5 to 7 hours per day will receive pro rated amounts toward benefits.

Driving time shall be determined by a five day average of actual time as determined by time cards for five consecutive days during a selected period in October of each year as designated by the administration. (These times will remain in effect for the calendar year unless a significant decrease in enrollment or closure of buildings affects the driving schedule)

**ARTICLE X  
LEAVES OF ABSENCE**

**Section 1:** Leaves of Absences Generally: Except for absences specifically authorized and approved pursuant to other specific provisions of this Agreement (i.e. paid holidays, sick leave, etc.) employees shall not be absent from work without an approved leave of absence as provided for in this Article.

**Section 2:** Medical Leave: The following provisions shall apply to and govern all medical leaves of absence:

- A. A Medical Leave shall be either requested or not requested defined as follows:
- 1) Requested: A leave of absence which, at the time it is applied for and granted, is to be used in connection with a known or projected period of temporary disability (i.e. medical or physical inability to perform the employee's job) on the part of the employee. For example, a Medical Leave may be requested by an employee who is or will be temporarily unable to perform his/her job by reason of an illness and/or injury, surgery, pregnancy and/or childbirth.
  - 2) Not requested: Additionally, an employee who has been on a paid sick leave, and who has exhausted all accumulated sick leave shall, whether or not he/she makes application for a Medical Leave, be deemed to be on a Medical Leave of Absence in accordance with this Article.
- B. No Medical Leave, whether requested or not requested, shall be for a period not longer than one (1) year unless mutually agreed between the parties to extend such provision.
- C. The Board agrees to preserve the employee's position or a substantially like or similar position for the period agreed to in B above. Such leaves may be renewed for a second year at the discretion of the Board.
- D. The Board will not provide paid time off for elective surgeries. The Board retains the right to determine whether or not questionable surgeries are indeed elective in nature, but will not make such determination without verification from the attending physician that such procedure is elective in nature.
- E. If an absence exceeds three consecutive days because of the illness of the employee, or because the employee is caring for a sick family member as allowed under the provisions of this contract, it shall be the responsibility of the employee to provide an excuse signed by a doctor (MD or DO) signifying the reason to be absent. Any employee who has an attendance pattern that indicates excessive or habitual absence may be required to provide proof of the need to be absent.

Article X (Cont'd)

**Section 3:** Leaves of Absence Without Pay for Personal Reasons

- A. The Superintendent or designee may grant to an employee a personal leave without pay for up to one year. The request must be made in writing, state the beginning and ending date of the request and the reason for the leave. The Superintendent or his designee may grant or deny the leave based on the merits of the request and his decision shall be final. Benefits, seniority, and sick leave shall not accrue while on such a leave. The employee shall return to the same or substantially the same position upon return from leave.
- B. Any benefit program that an employee is enrolled in may be continued during a leave of absence without pay, providing the employee pays the actual cost of such coverage.
- C. An employee shall not be eligible for a Leave of Absence Without Pay during his probationary period.
- D. Upon fifteen days notice, an employee may request that the leave be terminated and that he/she be returned to work prior to the specified expiration date of the leave.

**ARTICLE XI**  
**GENERAL AND MISCELLANEOUS PROVISIONS**

**Section 1:** The Board agrees to reimburse drivers for all licenses and certification required under the Commercial Driver's License Code, upon successful completion of the testing. The amount reimbursed will not include regular operator's license.

**Section 2:** Equipment, Accidents and Reports

The Board shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of the Agreement if employees refuse to operate such equipment unless such refusal is unjustified. In such cases, the driver is to immediately report the unsafe condition to the Transportation Supervisor. The Supervisor and mechanic will then determine whether or not the vehicle is safe to operate.

**Section 3:** Mechanics will drive buses in emergency situations only.

**Section 4:** In the event it is determined that a student shall be suspended from school-provided transportation, the driver responsible for such transportation shall be notified within twenty-four (24) hours of such suspension.

**Section 5:** The Board of Education agrees to carry legal liability insurance to protect employees from suits due to pursuing their prescribed duties as a bus driver or bus aide as long as such pursuit is within the description of the position, reasonable rules of the Board of Education and the laws of the State of Michigan. The Board shall not be responsible to defend for suits stemming from, by example and not limitation, any of the following: Commission of a felony in a capacity of a bus driver, nor negligence, nor alcohol or drug use or abuse, during the performance of a person's job.

**Section 6:** Mileage: Any employee who is required by the Board to use his/her personal vehicle to conduct school business shall be reimbursed at Internal Revenue Service established rate. Employees will be expected to use school vehicles if they are available for the conducting of such business.

**Section 7:** It is the responsibility of the supervisor to find substitute drivers for employees who are excused from work.

Article XI (Cont'd)

**Section 9:** The Transportation Department Driver's Handbook is considered to contain the general administrative rules governing the day to day conduct of drivers, unless specifically superseded by provisions of this Agreement. As the handbook is periodically revised, drivers will be asked to serve on any committees developed for this purpose. A copy of the Driver's Handbook will also be placed in the office area at the beginning of each school year for driver's review.

**Section 10:** The Board reserves the right to drug test any employee based on conditions of the law.

**Section 11:** Meal allowances are available to drivers under the following conditions:

1. Trip hours must equal or exceed four hours and have a destination outside the school district.
2. Meals must be out of the district and a receipt must be turned in with the date, trip departure time and return time, and location.
3. Meal receipts must be turned in for each month on the proper form by the fifth business day of the following month. Should they not be turned in on time they will no longer be valid.
4. Meals allowance maximums:
  - \$4.50 Breakfast
  - \$5.75 Lunch
  - \$7.00 Dinner

**ARTICLE XII**  
**NO STRIKE CLAUSE**

During the term of this Agreement, neither the Association nor any person acting on its behalf shall cause, authorize or support a strike. Nor will any of its members take part in a strike, or the stoppage of work, in total, or in part, including work slow downs during the period of this Agreement. It is agreed by both parties that any conflict resolution will only be resolved through the appropriate legal process available by law and the provision of this Agreement.

**ARTICLE XIII**  
**WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter within the parameters provided by law. And, that the agreement so reached provided each party the opportunity to exercise that right. Therefore, the parties agree for the life of this Agreement that they unqualifiedly waive the right to, and agree that, neither party shall be obligated to bargain collectively on any subject or matter covered by this Agreement even though the subject or matter may not have been within the knowledge of either the Board of Education or the Association at the time this Agreement was signed.

**ARTICLE XIV  
DURATION OF AGREEMENT**

**Section 1:** This Agreement supersedes and cancels all previous agreements verbal and written and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. This contract expires 12:01 a.m., July 1, 2016.

South Haven Bus Drivers Association

South Haven Public Schools

\_\_\_\_\_  
Amy Walantyn, Association Representative

\_\_\_\_\_  
Bryan Lewis, Board President

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Laurie Jeffries, Association Representative

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Robert Black, Superintendent

\_\_\_\_\_  
Anthony Riffer-Reinert,  
Association Representative

\_\_\_\_\_  
Jackie Washegesic  
Transportation Director