

MASTER AGREEMENT
between the
HASTINGS AREA BUS DRIVERS ASSOCIATION
and the
HASTINGS AREA SCHOOL SYSTEM BOARD OF EDUCATION

July 1, 2019 – June 30, 2022

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ARTICLE I - AGREEMENT

This Agreement entered into this June 24, 2019, to cover the period from July 1, 2019 to June 30, 2022, by and between the Hastings Area Bus Drivers Association, the "Association," and the Hastings Area School System Board of Education, the "Employer."

ARTICLE II - PURPOSE

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, to establish the wages, hours, and terms and conditions of employment for employees within the Association.

ARTICLE III - RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining representative pursuant to PERA for all bus drivers having completed their probation, employed or to be employed by the Employer performing any work currently being performed by bargaining unit members but excluding: supervisors, mechanics, and all other employees.

In cases of emergency or when no bargaining unit member is available, the supervisor and/or mechanics may perform work currently being performed by bargaining unit members.

ARTICLE IV - ASSOCIATION RIGHTS

- A. The Association shall and its representatives shall have the right to use school facilities and equipment for meeting at reasonable times when such facilities are not otherwise in use and upon the express prior permission of the administrator/supervisor responsible for such facilities and equipment. The Association shall be responsible for proper use of all facilities and equipment, including leaving them in the same condition as they were prior to the Association's use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for any damages caused to said equipment by improper use by individuals using it for Association business.
- B. Duly authorized representatives of the Association shall be permitted to transact local Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations. Such representatives shall notify the administrator/ supervisor responsible for the building or facility of the nature of their intended business prior to actually conducting any such business.
- C. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards in each building or facility to which bargaining unit members may be assigned. Bulletin board materials shall be limited to: notices of recreational and social events; notices of elections and results; and notices of meetings. A copy of all such notices will be forwarded to the Superintendent's office.
- D. The Employer agrees to furnish to the Association available information, which may be necessary for the Association to process a grievance or to conduct negotiations.
- E. The Association agrees to furnish to the Employer available information necessary for the Employer to either constructively respond to grievances or conduct negotiations.
- F. The Association shall furnish the Superintendent's office in writing the names of the persons holding office in the Association within ten (10) days of election or appointment.

- G. The Association agrees that it will not discriminate against bargaining unit members on the basis of race, creed, color, national origin, sex, age, marital status, disability, political activities, membership or non-membership in the Association, participation (or refraining from participation) in the activities of the Association or any other employee organization.

ARTICLE V - EMPLOYER RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan Revised School Code, or any other laws or regulations.
- B. It is expressly agreed that all rights which ordinarily are vested in and have been exercised by the Board, except those which are clearly and expressly relinquished hereby by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the Board;
 2. Continue its rights, policies and practices of assignment and direction of its personnel, and the right to establish, modify or change any business or school hours or days;
 3. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
 4. Adopt rules and regulations;
 5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities;
 6. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies;
 7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
 8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization;
 9. To establish training programs for employees and to require attendance at any workshop, conference, etc., by employees, including special programs, during bargaining unit member's regular working hours (or other specified times); and
 10. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, determine the size of the work force and to lay off employees.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

- D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.

ARTICLE VI - EMPLOYEE RIGHTS AND PROTECTION

- A. No non probationary employee shall be disciplined without just cause. The term "discipline" includes: verbal warnings, written warning, reprimands, suspensions, demotions and dismissal. All disciplinary actions shall be confirmed in writing and shall be placed in the bargaining unit member's personnel file. Adverse evaluation of bargaining unit member performance shall not be subject to the grievance procedure.
- B. Each employee shall have the right to have an Association representative present at any scheduled meeting or conference with an administrator or supervisor at which there exists a reasonable likelihood (to the administrator's or supervisor's prior knowledge) that the conference will result in imposition (or recommendation therefore) of disciplinary sanctions against the employee. No disciplinary action shall be taken against an employee without the presence of such representation (unless waived by the employee) except in emergency situations in which both immediate action is necessary and prior notification of a representative is not reasonably possible. If disciplinary action shall become likely at a given meeting, the employee shall be advised immediately of that possibility.
- C. An employee shall have the right upon written request to review the contents of his/her personnel file (excluding initial references). Such reviews shall not exceed twice during any single calendar year, and shall not be held during the employee's regular duty hours (except lunch and break periods) unless expressly authorized by the employee's immediate supervisor.
- D. Whenever new substantive material, including but not limited to, student, parental, or school personnel complaints, is placed in an employee's personnel file, the employee shall be provided an opportunity to review the material so included. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

ARTICLE VII - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this agreement.
- B. The aggrieved shall have the right of Association representation for any or all steps of the grievance procedure. However, an individual employee may have his/her grievance(s) adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement and provided that the Association has been given an opportunity to be present at any such adjustment. The Association Board of Directors shall have the right to be present and state its views at all steps of the grievance process.

STEP 1:

- a. When an employee suspects a violation of this Agreement, the affected bargaining unit member(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. This request shall be made within three (3) days after the occurrence of the alleged violation. If the aggrieved is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.
- b. If a complaint is not resolved in the Step 1 (a) conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized in writing, as a grievance within two (2) days of the meeting between the supervisor and the aggrieved. The written grievance shall meet the requirements of ¶D of this Article and shall be transmitted to the Assistant Superintendent.

Within three (3) days after the grievance has been so submitted, the Assistant Superintendent shall meet with the aggrieved on the grievance. The Assistant Superintendent, within three (3) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

STEP 2:

If the aggrieved is not satisfied with the disposition of the grievance at Step 1 b. or if no disposition has been made within three (3) days of the receipt of the grievance by the Assistant Superintendent, the grievance shall be transmitted within the next three (3) days to the Superintendent of Schools.

Within ten (10) days after the grievance has been so submitted, the Superintendent shall meet with the aggrieved on the grievance. The Superintendent, within ten (10) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

STEP 3:

If the aggrieved is not satisfied with the disposition of the grievance at Step 2 or if no disposition has been made within twenty (20) days from the Superintendent's receipt of the grievance, the aggrieved may, within the next three (3) days, request a meeting with the Board or the Board's Transportation Committee for the purpose of resolving the grievance. Such a meeting will be held within ten (10) days of the request. It is understood that the ultimate decision on the grievance will be rendered by the Board at its next regularly scheduled meeting after the grievance hearing.

STEP 4:

If the Association is not satisfied with the disposition of the grievance at Step 3, it may request mediation of the grievance through a mediator appointed by the Michigan Employment Relations Commission. Any cost for such mediation shall be borne by the requesting party.

- C. The term "days" shall mean "work days" which shall be defined as days when school district administrative offices are open and regularly scheduled for business. All grievances shall be processed during times which do not interfere with the performance of employee job responsibilities.
- D. Written grievances shall contain the following:
 - 1. It shall be signed by the grievant or grievant(s);
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 4. It shall cite the section or subsections of this Agreement alleged to have been violated;
 - 5. It shall contain the date of the alleged violation;
 - 6. It shall specify the relief requested.
- E. The time limits in these procedures may be either shortened or extended by mutual written agreement. The time limits provided under this procedure shall be strictly observed. Failure of the grievant or Association to proceed to the next grievance step within the time limits set forth shall be deemed to constitute acceptance of the Employer's decision and shall constitute a waiver of any further appeal on the grievance.
- F. A grievance concerning alleged safety hazards may be initiated at STEP 1.b.

ARTICLE VIII - NEGOTIATIONS PROCEDURE

- A. The terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. It is likewise recognized that matters previously unforeseen may be negotiated by mutual consent of the parties.
- B. Representatives of the Employer and Association may meet during the term of this Agreement for purposes of discussing matters of mutual concern. These meetings are not intended to by-pass the grievance procedure or to constitute negotiations.
- C. Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating committee.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. However, the parties recognize that all tentative agreements reached between the parties must be approved by the Board of Education and the Association's members, respectively.
- E. This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the Board and the Association 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.
- F. There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed, and presented to all bargaining unit members now employed or hereafter employed by the Employer. All school district personnel policy revisions pertaining to this bargaining unit shall be distributed to all bargaining unit members within thirty (30) days of the policy revision.

ARTICLE IX - SEPARABILITY

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

It is further agreed that within thirty (30) days of notification of a final and binding determination of such illegality the Employer and the Association will commence negotiating concerning the subject matter of the provision determined to be illegal.

ARTICLE X - RULES/REGULATIONS

- A. Causes which shall be sufficient for employee dismissal include, but are not limited to, the following:
 - 1. Neglect of duty or refusal to comply with Employer's instructions unless such instructions are injurious to the employee's safety or health.
 - 2. Insubordination.
 - 3. Immoral or indecent conduct.

4. Falsification of personnel records or other Employer records.
5. Physical or verbal abuse of or threatening or coercive treatment to school children, staff or visitors.
6. Theft or destruction of Employer's or another Employee's property or removal of school property from Employer's premises without authorization of the Employer.
7. Drinking or possessing any alcoholic beverage; or possessing, using, or selling prescription drugs in a non-prescription manner, controlled substances, contraband, "look-alikes", or other illegal substances on the Employer's time, premises, equipment, or at any District-related event.
8. Reporting to work under the influence of any of the items noted in no. 7.
9. Possession of firearms, explosives or other items that would constitute dangerous weapons on Employer's premises.
10. Conviction of a felony while an employee of the Employer.
11. Conviction of drunk or reckless driving while driving any Employer vehicle.
12. Conviction of any moving traffic violation while driving a school bus or other Employer vehicle, resulting in injury or property damage.
13. Deliberate or continual careless conduct endangering the safety of himself or others on school property, equipment or premises, including the unlawful harassing of other employees or the provoking or instigating of a fight during the working hours or on Employer's equipment or premises.
14. Incompetency or inefficiency.
15. Unlawful harassment, discrimination, or retaliation.
16. Any other misconduct, inappropriate action or negligence of equal magnitude to the above.

B. For the commission of any of the following offenses, an employee shall be subject to the discipline process. Such process may include a conversation to attempt to correct the problem, a verbal warning, a written warning, a reprimand, a suspension and/or dismissal. If an Employee receives three (3) written warning notices for the same or different offenses within a period of twelve (12) consecutive months, such employee shall be subject to disciplinary action up to and including dismissal. Written warnings will be removed from an employee's personnel file if after two (2) years from the date of last occurrence there are no other occurrences, unless they concern discipline for "unprofessional conduct" pursuant to Section 1230b of Michigan's Revised School Code, MCL 380.1230b.

1. Late to work without an excuse acceptable to the Employer.
2. Carelessness – other than Article X.A. above.
3. Inappropriate interpersonal behavior – other than Article X.A. above.
4. Inattentiveness to work, failing to start work at the designated time.
5. Absence from work without advising the Employer at least one (1) hour prior to the beginning of the shift of a reason satisfactory to the Employer.
6. Absence from work without an excuse acceptable to the Employer.

7. Vending, soliciting or collecting contributions on Employer's time, equipment or premises without authorization from the Employer.
 8. Posting, removing or defacing any matter on the Employer's bulletin board or property without authorization by the Employer.
 9. Failure to immediately report to the supervisor all accident or injuries sustained by students or themselves or in which the vehicle entrusted to them is involved. Employees shall be required to complete report forms made available by the Employer within twenty-four (24) hours. Damage to the bus must also be reported within twenty-four (24) hours of such occurrence and a report must be filed.
 10. Permitting any person who is not an employee or student of the school to enter or ride in a school vehicle without notification to the Employer.
 11. Conviction of any moving traffic violation when driving an Employer vehicle not involving injury.
 12. Failure to attend meetings called by the Employer without an excuse acceptable to the Employer, after notice of said meeting has been given.
 13. Inappropriate attire (attire should be clean, neat and in good taste). Refer to Driver's Handbook.
 14. Any other misconduct, inappropriate action or negligence of equal magnitude to the above.
- C. If a student is left on a bus, the bus driver responsible shall be suspended without pay for five (5) days the first time a student is left on the bus. In the event that the same bus driver is responsible for leaving a student on the bus a second time, the bus driver's employment shall be terminated.
- A student left on a bus is defined as follows. If, after a driver has completed a trip (a driving assignment) and leaves the bus, a student remaining on the bus is a student left on the bus.
- D. Disciplinary referrals, excluding discharge notices, shall be removed from an employee's personnel file if after two (2) years from the date of last referral there are no other referrals, unless they concern matters constituting "unprofessional conduct" pursuant to Section 1230b of Michigan's Revised School Code, MCL 380.1230b.

ARTICLE XI - SENIORITY

A. Definition

Seniority is designated as the rights and preferences accruing to employees through length of service, to which they are entitled under the provisions of this Agreement.

B. Probationary Period

1. Seniority shall be established as of date of hire, after a driver has accumulated ninety (90) hours of successful driving time. This period shall be the probationary period for all new drivers and former drivers rehired after having lost seniority. After ninety (90) hours of successful driving time a driver shall be considered an experienced driver and entitled to all the benefits as such.
2. **DISCHARGE OF PROBATIONARY EMPLOYEE** - The Board may, at its discretion, discharge an employee at any time during his/her probationary period without just cause.

C. Acquiring Seniority

The employee's entry or re-entry date in the bus driver classification or substitute driver classification determines his/her respective seniority date in such classification. Employees will accumulate seniority in the classification and will continue to accrue seniority in the classification as long as they are employed in the occupation. Two (2) seniority lists shall be maintained, one for regular drivers and one for substitute drivers.

D. Application of Seniority

The most senior qualified employee will be promoted, transferred, retained, or recalled.

E. Loss of Seniority

An employee shall lose his/her seniority in a classification if he/she:

1. resigns or retires;
2. is discharged for just cause;
3. is awarded a position within the School System but outside of the collective bargaining unit and does not within a thirty (30) calendar day period choose to return to the position within the bargaining unit held by the least senior person; or
4. does not return from a leave of absence.

ARTICLE XII - VACANCIES, TRANSFERS

- A. All routes or shuttles that become open will be posted for three (3) days by the supervisor of transportation. All bus drivers shall have the right to bid on the opening, the most senior qualified bus driver who submitted a bid will be given the open route or shuttle. A bus driver may have one successful bid on a route, one successful bid on a kindergarten route, and one successful bid on a shuttle per contract year. After all bus drivers have had an opportunity to bid on the open route or shuttle, it will be given to the most senior qualified substitute driver who wants it. The Employer reserves the right, after consultation with the Executive Board of the Association, to transfer, assign, or reassign drivers to better support the program and/or the affected drivers.

Bargaining unit members on unpaid leave of absence pursuant to Article XIII, Section M. will not have the right to bid on a vacancy unless, by the mutual agreement of the driver, the Association, and the Employer, there is an early termination to such leave.

- B. Bus routes shall be established by the Board or its designee. Routes shall be an AM/PM combination whenever possible.
- C. Before the last day of each school year, a bus driver wishing to return the following year will notify his/her supervisor in writing. Failure to notify the supervisor as required will be deemed a resignation by the employee and will be recorded as a resignation without notice in the employee's personnel file.
- D. In the event that an assigned route is eliminated, the driver will be assigned to the position held by the driver with the least seniority.
- E. If a driver leaves a regular route voluntarily and chooses not to go to the substitute list the driver's employment is terminated and if rehired would receive no seniority for previous service. If a driver leaves a regular route voluntarily and chooses to go to the substitute list their seniority for purposes of bidding back to a regular route will be the date they voluntarily left the regular route.

ARTICLE XIII - LEAVES OF ABSENCE

- A. Paid Time Off (PTO) leave shall accumulate at the rate of one earned day per month (maximum ten per school year) worked for all experienced drivers, driving both a.m. and p.m. routes daily and one-half (1/2) day per month worked for all experienced drivers driving either a.m. or p.m. routes daily only.
- B. Paid Time Off (PTO) leave may be accumulated to one hundred fifty (150) days.
- C.
 - 1. Bereavement leave up to three (3) paid days for attendance at a funeral per death in the immediate family shall be granted, not to be deducted from PTO leave.
 - 2. An unpaid leave of absence may be granted by the Board or its designee for the time necessary for attendance at a funeral service of a person where relationship warrants such attendance. Such approved unpaid leave shall not result in the loss of eligibility for incentive pay.
 - 3. Not more than two (2) PTO days can be utilized before or after Winter Break and Spring Break.
- D. Each bargaining unit member shall be granted one (1) paid personal business leave day per school year. A bargaining unit member planning to use a personal business leave day shall notify his/her supervisor at least two (2) days in advance, except in cases of emergency, as determined by the supervisor. Personal business days may be used in increments of a.m. and/or p.m. The personal business leave shall be subject to approval by the supervisor.
 - 1. Personal business leave may not be taken immediately before or after a school holiday or vacation period unless approved by the Assistant Superintendent.
 - 2. The employer shall not be required to grant personal business leave on any one (1) day to more than two (2) bargaining unit employees. If more than two (2) drivers request personal leave on the same day, personal leave will be granted to the two (2) drivers whom requested first.
- E. Immediate family shall be interpreted to mean spouse (partner), child, parent, parent of spouse, sister, brother, sister or brother-in-law, niece or nephew, grandparent, grandchild, daughter or son-in-law, stepfather, stepmother, stepsiblings, half brother or sister or a dependent in the immediate household. An emergency leave of absence without pay may be granted by the Board or its designee for extenuating circumstances.
- F. Paid time off leave accumulation shall be noted and given to the bargaining unit members, individually, on a yearly basis at the start of the school year. Employees must report alleged errors within thirty (30) days of receiving the accumulation statement.
- G. Paid time off leave may be taken on full day Professional Development days if driver has ten (10) paid time off days accumulated at time of Professional Development. Driver may also use up to two (2) paid time off leave days during Winter break, Spring break, Mid-Winter break, Thanksgiving, day after Thanksgiving, Good Friday, Labor Day (when school is not in session) and Memorial Day, if driver has ten (10) paid time off days accumulated at time of break.
- H. When an employee is returning from leave connected with personal illness or disability, the Employer reserves the right to require medical evidence of the employee's ability to resume normal job duties. The Employer shall also have the right to have the employee examined by an Employer selected physician, psychiatrist and/or psychologist at the Employer's expense.
- I. An employee shall be entitled to an unpaid maternity leave of absence. Such leave shall commence only when the individual, upon the written statement of her physician, indicates that she is no longer physically able to perform her job and shall be no longer than six (6) months duration.

During the time of maternity leave, the employee may utilize paid time off and/or vacation time to the

extent to which it has accrued; however, the use of paid time off and/or vacation is at the option of the employee.

J. Time off without pay

The Board and Association agree that regular drivers in school buses insures the safety of students. Therefore, all efforts will be made to improve the work attendance of drivers. An individual driver shall not take more than five (5) days off without pay in a school year. The time off without pay may not be taken the day before or the day after a holiday. These days shall be taken only with the approval of the supervisor. Any days taken off beyond the five shall result in a written reprimand and should the problem continue, further disciplinary action will be considered.

K. Upon return of any employee from medical leave, he/she shall be returned to his/her former classification and position if the position is available. In a case where an employee is returning from leave and the employee's former position is no longer in existence the employee will return to his/her classification but to the assignment held by the least senior person in the classification.

L. An unpaid leave of absence may be granted upon approval of the Board of Education. It is understood that leave under this section may be for recreation or vacation and one condition of approval will be the ability of the employer to appropriately meet staffing needs.

1. Seniority shall remain unbroken and continue to accumulate during an unpaid leave under this section. However, no experience credit for the purpose of entitlement to any other benefit under this contract shall accrue during unpaid leave.

2. An employee eligible for insurance benefits shall be responsible for payment of premium during the length of such leave if the employee desires to continue the coverages provided under this agreement.

3. All requests for unpaid leave under this section shall be submitted to the Superintendent in writing at least fifteen (15) school days prior to the beginning date of the requested leave. The request shall specify the desired beginning and ending dates of the leave and the purpose for which the leave has been requested. The Employer will notify the employee at least ten (10) school days prior to the beginning date of the requested leave whether or not the request has been approved.

4. Return from leave shall be to the employee's former position if the leave is one (1) month or less. If the leave is more than one (1) month but in no case more than three (3) months, the employee will return to his/her classification but to the assignment held by the least senior person in that classification. An assignment would be considered vacant after one (1) month for the purpose of administering this section.

5. In a case where an employee is returning from leave and the employee's former position is no longer in existence the employee will return to his/her classification but to the assignment held by the least senior person in the classification.

M. An employee who is unable to work because of personal illness or disability and who has exhausted accumulated PTO leave may be granted an unpaid leave of absence of up to one (1) year for the purpose of recovery from such illness or disability.

1. Seniority shall remain unbroken and shall continue to accumulate during an unpaid leave. However, no experience credit for the purpose of entitlement to any other benefit under this contract shall accrue during unpaid leaves.

2. Provided the employee taking unpaid leave for personal illness or disability presents written verification from a physician, psychiatrist, and/or psychologist of the necessity of such leave, the Employer shall pay (for eligible employees), at the previous year's rates, the health insurance premium during the length of such leave up to but not exceeding one (1) year. The

Employer reserves the right to have the employee examined by an Employer selected physician, psychiatrist and/or psychologist at the Employer's expense.

3. All requests for unpaid leave shall be submitted to the Superintendent in writing. The request shall specify the desired beginning and ending dates of the leave, the purpose for which leave has been requested and a statement verifying the necessity of such a leave from the employee's physician, psychiatrist and/or psychologist.
4. An extension of up to one (1) year may be granted on the above-stated leave. At least thirty (30) days prior to the ending date of the leave, a bargaining unit member must notify the Employer in writing of the request for an extension, giving the ending date of the extension. The Employer will notify the bargaining unit member within ten (10) days upon receipt of the request for extension as to whether or not the extension has been granted.
5. When an employee is returning from an unpaid leave connected with personal illness or disability, the Employer reserves the right to require medical evidence of the employee's ability to resume normal job duties. The Employer shall also have the right to have the employee examined by an Employer-selected physician, psychiatrist and/or psychologist at the Employer's expense.
6. Return from leave shall be to the employee's former position if the leave is one (1) year or less. If an extension of leave is granted (beyond) one (1) year, the employee will return to his/her previous classification but to the job held by the least senior person in that classification.

N. The provisions of the Family and Medical Leave Act (F.M.L.A.) shall apply to eligible employees only and shall be granted in accordance with the provisions of the F.M.L.A. and the policies of the Hastings Area School System Board of Education. To be an eligible employee you must have worked for the Employer for at least one (1) year and for one thousand two hundred and fifty (1250) hours over the previous twelve (12) months.

To the extent required by the FMLA, an eligible Employee shall be granted leave and other rights specified by that law whether or not the same are specifically enumerated in this Agreement. When leave is taken by an eligible employee under the FMLA, the Employer shall likewise enjoy and reserve all rights afforded by the law, whether or not the same are specifically enumerated in this Agreement. The parties' intent is that the provisions of the FMLA, including Employer and eligible Employee rights and responsibilities, shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflicts or inconsistencies. Each Employee, if eligible, is entitled to twelve (12) weeks unpaid leave based on a "rolling year" basis. This leave is concurrent with other leave allowed by the Employer, and it may be taken on an intermittent basis as allowed by the FMLA.

ARTICLE XIV - BENEFITS

A. VACATION

1. A maximum of nine (9) paid vacation days per year for all experienced drivers. Each experienced driver shall be granted vacation pay of:

0 to 8 years experience	7 days
Over 8 years experience	9 days

Previous driving experience with the Hastings Area School System will be considered in determining vacation pay.

Substitute bus drivers are not eligible for vacation days.

2. Dates to be designated by mutual agreement between the Association and the Board.

B. TB TEST AND FLU SHOTS

The Employer shall continue to provide free T.B. skin tests and free x-rays for positive T.B. reactors to the extent the x-rays are not covered by the employee's insurance, should such T.B. test again become mandatory, and make employer paid flu shots available to members who desire them.

C. LIFE INSURANCE

The Employer shall maintain a \$15,000 term life insurance policy on all regular drivers.

D. The Employer reserves the right to designate any and all insurance carriers.

E. The Employer shall provide vision insurance for all route drivers.

ARTICLE XV - LENGTH OF DRIVING YEAR ("snow" days)

A. For all drivers driving a regular daily schedule as defined by the school calendar; if days / hours of instruction are cancelled and not required to be rescheduled under the State Aid Act (potentially nine (9) days), then the drivers are paid for those days. When a cancelled day must be made up (i.e. beyond 9), then the driver is not compensated on the cancelled day, but is paid for the hours worked on the rescheduled day.

B. In the event that school is cancelled or delayed after a driver is at work, the driver will be compensated one hour of pay at their rate of pay. In the event that a sporting trip/trip gets cancelled or delayed after a driver is at the bus garage, the driver will be compensated one (1) hour of pay, as long as the driver hasn't pulled out of the bus garage. If the driver has left the bus garage, the driver shall be paid the drive time of the trip scheduled.

ARTICLE XVI - WORKERS' COMPENSATION

A. All drivers are covered by Workers' Compensation and as such have all work related injuries covered while performing duties.

B. Paid time off leave shall not be utilized when the bargaining unit member is drawing Worker's Compensation benefits.

ARTICLE XVII - QUALIFICATIONS FOR DRIVERS

A. All drivers shall pass a physical examination as required by law.

1. Examinations may be performed by physicians designated by the Employer or by the employees own physician.

2. Costs of physical examinations will be paid for all experienced drivers by the Employer up to the fee charged by the employer designated examiner.

4. Employees shall be required to observe all health and safety rules established and communicated to them by the Employer.

5. An experienced driver who has failed a required physical shall be maintained on the seniority list pending a second opportunity to pass such a required physical or until six (6) months shall have elapsed, whichever comes first.

- B. A Commercial Drivers License (CDL) with B, P, and S endorsements is required of all drivers.
 - 1. The expense for a CDL license will be reimbursed to the driver after ninety (90) hours of service by the Employer.
 - 2. All CDL license renewals will be paid for by the Employer.
- C. Drivers are to meet or exceed mandated training and education requirements.
- D. Drivers are to meet the standards of the Omnibus Transportation Employee Testing Act of 1991, the standards of the Hastings Area School Board of Education drug and alcohol policy and the Rules/Regulations as stated in Article X of this agreement.

ARTICLE XVIII - JURY DUTY

A regular driver who is called for jury duty or to give testimony before any legal, judicial or administrative tribunal, and providing that it will not apply to any cause in which the employee is the party to the action, shall be compensated for the difference between his/her normal salary and that which he/she receives for performance of such duty, less reimbursed expenses and travel allowance.

ARTICLE XIX - MISCELLANEOUS PROVISIONS

- A. The Association recognizes that strikes, as defined in the Michigan Public Employment Relations Act, as amended, by public employees are contrary to 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 shall not direct, instigate, participate in, encourage, or support any strike against the Employer by any employee or group of employees. The Employer agrees that there shall be no lock-out during the terms of this Agreement.
- B. Route/run adjustments –

The Employer may add, adjust, or delete routes/kindergarten runs/shuttles as is necessary during the course of a school year, in consultation with the Executive Board of the Association.
- C. Employees shall be required to keep the Employer informed at all times as to their current address and telephone numbers. It is understood that any communication addressed to an employee at his/her last address on record with the Employer shall constitute notice to the employee of the contents of such communication.
- D. Drivers are required to check for messages before and after their routes.
- E. In circumstances of layoffs and recalls relating to bus driving positions, the seniority of employees within the transportation bargaining unit will be the sole consideration. When it becomes necessary to reduce the working force, the last person hired will be the first person laid off and when the force is again increased, the persons are to be returned to the work force in reverse order to the layoff. Where circumstances permit a driver will be recalled to the assignment he/she held prior to layoff.

ARTICLE XX - COMPENSATION

- A. Minimum pay
1. Routes - one (1) hour a.m. / one (1) hour p.m.
 2. Two (2) hour per week "cleaning time" to include checking the message board, pre-tripping, post-tripping, fueling, sweeping, removing trash and cleaning the bus.
 3. A flexible time factor of five (5) minutes shall be added to a.m./p.m. routes to compensate for unusual circumstances that occur throughout the year.
- B. Shuttles shall be paid 1/2 hour a.m. and 1/2 hour p.m. Each driver assigned to a route will only have one (1) shuttle until all assigned drivers with a route have a shuttle. Any extra shuttles will be open for bid.
- C. In-district extra trips shall be paid a minimum of one (1) hour driving time per trip. Out-of-district extra trips shall be paid a minimum of one and one half (1 ½) hours driving time per trip. The Barry County Expo Center, Battle Creek Outdoor Center, KCC Fehsenfeld Center and the Pierce Cedar Creek Institute shall be considered an in-district extra trip.
- D. All driving times, after conforming to the conditions of A. above, shall be paid the hourly rate in accordance with the wage scale for the times established by the Supervisor of Transportation Services. In establishing said time the Supervisor shall consult with each driver individually. The accumulated time shall be adjusted to the next .25 hour per day. Times established by the supervisor after consultation with the driver may be reviewed by a committee composed of the driver, supervisor, an Association representative and the Assistant Superintendent. Such a review shall consider the verification of driving time, the inclusion of appropriate flexible time and the proper application of this Master Agreement. Routes will not be retimed unless the number of stops change by three (3) or more or the number of miles driven on the route change by three (3) or more or when special circumstances arise as determined by the Transportation Supervisor.
- E. Extra trips shall be paid at fixed driving time wherever possible and actual driving time in other instances subject to the approval of the Supervisor.
- F.
1. Down-time shall be paid for waiting time on extra trips.
 2. The driver's regular wage shall be paid for required meetings. In the case of a driver having an emergency or conflict so as not to be able to attend a required meeting, the Supervisor must be notified at the earliest time possible.
- G. To be eligible for incentive pay an employee must not be absent from work for each of the ten (10) days in the given pay period unless such absence is due to the employee's personal illness, illness in the immediate family up to seven (7) days, to bereavement leave, approved unpaid leave for attendance at a funeral service, driving for an away event, or jury duty.
- H. HOME VISITS / ELEMENTARY OPEN HOUSE
1. Drivers shall be paid up to twenty-five (25) hours to set up their time schedules and communicate with parents of in-district elementary students who are new to the district. These hours can include hours attending building open houses to meet parents. Before payment for these hours is authorized a driver shall submit written verification through a district survey of the above activities to the transportation supervisor for such authorization.
 2. A driver may use their own vehicle for the activities in H.1. above. The employee will be reimbursed for mileage expenses at the current Internal Revenue Service rate. The total mileage shall not exceed three (3) times the length of the route.

3. The driver assigned by the Supervisor to mentor new bus drivers in setting up their route shall be paid up to twenty (20) hours as approved by the Supervisor.

I. SPECIAL SERVICES PERFORMED

For the great deal of time that drivers put forth for the purpose of public relations, pre-school orientation, individual conferences with students, parents and administration for the purpose of improving rider behavior. The Board of Education agrees to pay each driver the equivalent of seven (7) hours at the rate called for by their regular schedule.

Examples include: meetings with parents, all drug tests, DOT physicals, and cleaning biohazardous material.

Safety Programs for students, excluding SafeSchool Training, are considered extra trips and will be posted and follow the bidding process for extra trips.

Date to be designated by mutual agreement between the Association and the Board.

- J. A substitute shall be eligible for incentive pay for a given payroll period if he/she accepts all assignments offered within that payroll period (two (2) weeks).
- K. Any bargaining unit member, having been employed by the School System ten (10) or more years and who is retiring pursuant to the Michigan Public School Retirement System, shall be eligible to receive a retirement severance payment of twenty-five percent (25%) of the employee's regular wage rate (as determined by his/her hourly rate times the number of hours regularly assigned on a daily basis) for each accumulated PTO leave day possessed by the employee on the date of retirement.
- L. Each experienced driver shall receive an employee plus guest admission athletic pass for home athletic events.
- M. Each experienced driver shall be allowed a school bus driver apparel allowance for the express purpose of purchasing said apparel, of up to one hundred seventy-five (\$175) dollars for the duration of the contract. The type of apparel and lettering shall be determined by mutual agreement of the Assistant Superintendent, the Supervisor of Transportation Services and representatives as designated by the Bus Drivers Association.
- N. Experienced drivers will be compensated at the normal hourly rate when substituting on an existing route. However, an experienced driver will not be eligible for sick leave if unable to fulfill the substitute assignment because of illness unless verify by a written note from a physician.

ARTICLE XXI -- EXTRA TRIPS

- A. All drivers interested in extra trips will sign a roster, which shall be posted for 10 school days before the date the list is to take effect:
 - 1) Drivers meeting at the beginning of the school year
 - 2) December 1st
 - 3) March 1st
 - 4) Day after the last day of school

A driver that just completed their probationary times does not need to wait for the sign-up time signing the roster for the initial time. The Supervisor will ask if the driver wants to be added to the current roster.

1. Sports Trips will be bid by seniority, one per driver, per season (Fall, Winter, Spring).

Preliminary sports schedules will be posted two days before the sports meeting. On the day of the sports meeting, if a driver wants a trip, the driver signs up for that sport for that season and the driver must be present at the sports meeting. Exceptions will be made with the Supervisor's approval and notice to the Executive Board. No driver can sign up for any sports season until the meeting is concluded. Drivers may sign up for their top three (3) preferences by putting their name and preferences number on that sports schedule. Trips will be assigned based on seniority two (2) hours after the meeting.

If there are sports not signed up for, those trips will go into the night trip rotation. If a driver has a sports trip and is on the night trip list, the driver will be skipped in the rotation in the event a night trip falls on the same night as a scheduled sports trip with a notation made on the rotation list noting the conflict.

In the event of two (2) or more teams are going to the same event the senior driver gets to choose if the senior driver wants the trip. If the senior driver passes the less senior driver takes the trip.

If a sports driver cannot take a sports trip with an excuse approved by the Supervisor, the sports trip driver may ask drivers from the night trip list to take the trip. If no night trip driver wants the sport trip it goes on the board as free. When a sports trip changes and no longer matches the original posting or an extra sports trip is scheduled, the assigned driver has the option to find another driver from the night trip list to take the trip. If assigned driver can not find another driver, the trip goes on the board as a free trip. If no one takes the free trip, it is the responsibility of the assigned driver to take the trip. When no driver is available the Supervisor can allow an appropriately licensed adult coach or substitute to drive a bus to the sporting event.

2. Extra trip (day trip/night trip) assignments are made on a rotating basis. Assignments will start rotating with the most senior driver through the least senior driver. It is the driver's responsibility to ensure that an assigned trip is covered by either taking the trip themselves, trading trips with another driver or by giving the trip to another driver. The driver is responsible for informing the Transportation Supervisor or designee directly as to how the trip will be covered. In the case of a driver having an emergency or conflict so as not to be able to drive the trip the Supervisor must be notified at the earliest possible time. Approval to miss a trip because of such an emergency or conflict shall be at the discretion of the Supervisor. Deviations from the above procedures are subject to approval by the Superintendent.

Example: 10 trip drivers on the list and #9 and #10 drivers are next on the list. Four trips come in, #9 gets the trip with the most drive time, then #10, then #1 and last #2.

- B.
 1. On extra trips, during paid down time, drivers are to remain at the site of the event unless otherwise directed by the Supervisor.
 2. On extra trips, during which no down time is paid, drivers are to return, with the bus, to the bus garage unless otherwise directed by the Supervisor.
 3. When it is necessary for a driver to eat a meal, the driver should notify the trip sponsor of the place of dining and the expected time to be away from the site. Driver will notify the trip sponsor of any unforeseen changes.
 4. Whenever a driver leaves students at an extra-trip site and returns later to pick them up, the driver must be given a definite return time by the trip sponsor (coach).
- C. On extra trips, the driver and trip supervisor shall cooperatively maintain order and discipline to ensure the safety of all concerned.
- D. Drivers shall be responsible for:

1. Having the bus properly prepared and on time for an extra trip / sports trip.
2. Drive in an effective and efficient manner to ensure safe and timely arrival at the designation.
3. Properly cleaning and securing the bus at the conclusion of an extra trip / sports trip.

Failure to meet these responsibilities will result in disciplinary action.

- E. In the event of legitimate complaints from trip sponsors, efforts will be made with the involved parties to solve the problems. Should the problem continue or if no resolution is affected, the supervisor may assign the driver out of rotation to serve the best interests of all concerned.

ARTICLE XXII - DEFINITIONS

- A. Routes / Shuttles - regularly scheduled driving assignments.
- B. Sports trips – trips to drive a team to a sporting event for a season.
- C. Extra Trips – includes field trips, sports trips and other irregularly scheduled trips.
- D. Experienced driver – one who has completed the probationary period.
- E. Route Driver – one who has a regular daily assignment for the school year.
- F. Trip – a driving assignment transporting students and/or staff other than a route or shuttle.
- G. Substitute – one who has a periodic, irregular assignment and drives at least once within a consecutive six month period during the school year.
- H. Night trips – Saturday, Sunday, Spring Break, Christmas Break, or any non-school day during the school year. If you have a sub for the p.m. route or you leave after your p.m. route.
- I. Day trip – If driver is back before p.m. route.
- J. Summer trips – Trips that take place during the months school is not in session. Trips will be assigned after the last day of school in the spring until the first day of school in the fall. Drivers will need to stop / call no later than Tuesday of each week for trip assignments.
- K. Date of Hire – First day worked in the Transportation Department of the Hastings Area School System. A drawing is required if more than one driver is hired on the same day.

Article XXIII – WAGE SCALE

2019-20

	Base wage	Incentive	Total Possible
Step 1 0-2 years	16.91	.55	17.46
Step 2 3-5 years	17.18	.55	17.73
Step 3 6-8 years	17.44	.55	17.99
Step 4 9-11 years	17.69	.55	18.24
Step 5 12-14 years	17.96	.55	18.51
Step 6 15-17 years	18.24	.55	18.79
Step 7 18-20 years	18.56	.55	19.11
Step 8 21-23 years	18.81	.55	19.36
Step 9 24 years and over	19.06	.55	19.61
Down time	10.15		
Required meeting rate	Regular hourly rate with incentive		
Probationary Wage Scale 0 – 90	15.14		
Training Wage Scale 0 – 60 hours	Minimum Wage		

2020-21

	Base wage	Incentive	Total Possible
3% Increase			
Step 1 0-2 years	17.42	.55	17.97
Step 2 3-5 years	17.70	.55	18.25
Step 3 6-8 years	17.96	.55	18.51
Step 4 9-11 years	18.22	.55	18.77
Step 5 12-14 years	18.50	.55	19.05
Step 6 15-17 years	18.79	.55	19.34
Step 7 18-20 years	19.12	.55	19.67
Step 8 21-23 years	19.37	.55	19.92
Step 9 24 years and over	19.63	.55	20.18

Down time	10.37
Required meeting rate	Regular hourly rate with incentive
Probationary Wage Scale 0 – 90	15.59
Training Wage Scale 0 – 60 hours	Minimum Wage

2021-22

2% Increase	Base wage	Incentive	Total Possible
Step 1 0-2 years	17.77	.55	18.32
Step 2 3-5 years	18.05	.55	18.60
Step 3 6-8 years	18.32	.55	18.87
Step 4 9-11 years	18.58	.55	19.13
Step 5 12-14 years	18.87	.55	19.42
Step 6 15-17 years	19.17	.55	19.72
Step 7 18-20 years	19.50	.55	20.05
Step 8 21-23 years	19.76	.55	20.31
Step 7 24 years and over	20.02	.55	20.57

Down time	10.60
Required meeting rate	Regular hourly rate with incentive
Probationary Wage Scale 0 – 90	15.90
Training Wage Scale 0 – 60 hours	Minimum Wage

ARTICLE XXIV – EMERGENCY MANAGER

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

ARTICLE XXV - DURATION

This Agreement shall remain in full force effective the date of ratification through June 30, 2022.

In witness whereof the parties here have caused this Agreement to be signed by their representative on this 24th day of June, 2019.

FOR THE ASSOCIATION:

Kathy R. Eilan
President

Stephanie Vipond
Secretary

Date 6/25/19

FOR THE BOARD:

Shirley E. Hayward
President

Julie Eastman
Secretary

Date 6/25/2019

GRIEVANCE REPORT FORM

Grievance # _____

Hastings Area School System

Distribution of Form

- 1. Superintendent
- 2. Supervisor
- 3. Association
- 4. Grievant(s)

Building

Assignment

Name of Grievant

Date Filed

STEP 1 a.

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Date

Signature

A. Disposition of Supervisor: _____

Date

Signature

B. Disposition of Grievant and/or Association: _____

Date

Signature

STEP 1 b.

A. Date Received by Assistant Superintendent of Operational Services: _____

B. Disposition of Assistant Superintendent of Operational Services: _____

Date

Signature

C. Position of Grievant and/or Association: _____

Date

Signature

STEP 2

A. Date Submitted to Superintendent: _____

A. Disposition of Superintendent: _____

Date

Signature

STEP 3

A. Date Submitted to Board of Education: _____

B. Disposition of Board of Education: _____

Date

Signature