

EMPLOYMENT CONTRACT

BETWEEN

THE FOWLERVILLE COMMUNITY SCHOOLS
BOARD OF EDUCATION

AND

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

2020-2021

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EMPLOYMENT CONTRACT

This Contract entered into this 1st day of July 2018, between the Board of Education of the Fowlerville Community Schools, hereinafter referred to as the "Board" and the Fowlerville Support Staff Association, MEA/NEA, hereinafter referred to as the "Association."

ARTICLE I RECOGNITION AND TERMS

- A. The Board recognizes the Association as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for all Bus Drivers, excluding all others such as, but not limited to, all Supervisory and substitute Employees.
- B. This Contract shall expire on June 30, 2020.
- C. The terms and conditions of this Agreement are to be effective upon ratification by both parties.
- D. Definitions:
 - 1. Drivers are defined as those Employees that drive a regularly scheduled run.
 - 2. Regularly Scheduled Run/Route: Whenever the term "run" or "route" is used it shall mean an established plan of daily transportation of students by school bus routinely performed during the school year.
 - 3. Trip: Whenever the term "trip" is used it shall mean transportation of students or other persons on an ad hoc basis to special events, contests, exhibitions, etc.
 - 4. School Bus: Whenever the term "bus" is used it shall mean a school bus as defined by law.

ARTICLE II BOARD OF EDUCATION RIGHTS

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

RESERVED RIGHTS:

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

2. Hire all Employees and determine their qualifications and the conditions of their continued employment;
3. Promote, transfer and assign all Employees;
4. Determine the size of the work force, and to expand or reduce the work force;
5. Establish, continue or revise policies and adopt work rules and regulations;
6. Dismiss, demote and discipline Employees;
7. Establish, modify or change any work, business or school hours or days;
8. Determine the services, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or delivering its services and methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or sub-contracting thereof or changes therein, and the institution of new and/or improved methods.
9. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or sub-division of buildings or other facilities.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be consistent with Board policies then in effect and the specific and express terms of this Agreement providing the same are legal. The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Board not so mentioned and hereby retained by the Board. In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.
- C. There are special situations whereby Bus Drivers will not transport students in terms of occasional runs or trips. This includes special transportation situations such as, but not limited to, small group athletics, clubs and organizations and certain field trips traditionally transported by other means.

ARTICLE III
GUARANTEE OF RIGHTS

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

ARTICLE IV
PAYROLL

A. Payroll Deductions:

Upon appropriate authorization from the bargaining unit member the Board shall remit within fifteen (15) working days all monies to the appropriate business for 403(b), 457s and other approved programs between the Board and Association.

B. Direct Deposit:

Employees must properly execute and personally deliver to the business office authorization for payroll deposit. The Board agrees to deposit the specified sum(s) into one or two designated banking institutions.

ARTICLE V
SENIORITY

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

challenge his/her placement on the list. If no challenge is made within this timeline, the list shall be deemed correct.

ARTICLE VI FILLING VACANCIES

- A. Annual Initial Bid Meeting: Prior to the beginning of each school year all run/routes shall be open for bidding. Prior to the conclusion of each school year each Employee shall be notified of the August bid meeting date. On the day prior to the scheduled bid meeting date, all runs/routes shall be available for viewing at the transportation office by the Employees. On the bid meeting day, each Employee shall select, in the order of seniority, with the greatest seniority having the first opportunity to bid their assignment for the ensuing year. Employees shall not select runs that are scheduled on a daily basis, which exceed eight (8) hours per day without the permission of the Supervisor. The least senior driver(s) shall not bid on only a secondary run or an elementary run if it causes the District to hire another driver. Any Employee who is unable to attend the bid meeting shall be responsible for giving to the Association representative, his/her proxy bid which shall include his/her first three (3) choices. If none of his/her proxy choices are available, or if no proxy has been received, then the Employee shall be assigned a run/route as close as possible to their prior year's assignment by the Supervisor. Employees shall be limited to thirty (30) minutes for their selection of their run/route. If the Employee does not make his/her selection within the allotted time allowed, then the Supervisor will assign their run/route for the year. Those present at the bid meeting shall be paid according to Transportation Wage Schedule A for their participation in the bid process.
- B. Filling vacancies during the school year.
 - 1. Employees who are granted a short term leave of absence of up to ninety (90) work days shall have their runs/routes filled by a substitute driver. If an unusual circumstance occurs, the timeline may be extended. The parties must mutually agree to extend the timeline. This will not require the run/route to be bid. If the timeline is not extended by mutual Agreement, the run/route will be bid after the 90th work day of the leave of absence.
 - 2. If an Employee has a previously scheduled appointment, this shall not interrupt his/her right to continue on the same run/route. Once awarded a temporary run/route, that driver will not be eligible to fill another until he/she has completed that temporary run/route. After completing the first temporary run/route, the driver may bump a lower seniority driver from another temporary run/route if that temporary assignment will have at least ten (10) work days remaining.
 - 3. When a regularly scheduled run/route becomes vacant, a newly established run/route is created during the school year, or a driver is granted a long term leave of absence of over ninety (90) work days, a bid meeting will be held to fill the vacancies, subject to the conditions below.
 - a. Employees will be given at least five work days notice of a bid meeting to fill the vacancy and any subsequent vacancies which may arise at the bid meeting. There

will be no five (5) work day notice given for the subsequent vacancies that arise in the meeting: they will be filled in the same meeting as the original vacancy.

- b. The Association Representative or designee may bid for a driver who is unable to attend due to illness, emergency, or other extenuating circumstances. The absent Employee shall provide a written proxy form to the Director of Transportation and Association Representative listing the Employee's three choices. If none of his/her three choices are available, the Employee will stay at his/her current position.
- c. Attendance at the bid meeting is voluntary and as such, no compensation will be issued.
- d. Runs/routes will be awarded to the most senior regular driver that bids on the run/route.
- e. All changes in runs/routes will be implemented as soon as possible, but no later than three (3) work days after the bid meeting.
- f. The driver who accepts a vacancy during the school year will be ineligible to accept another vacancy for the remainder of the year.
- g. Drivers awarded a temporary run/route will not be eligible to fill another until they have completed that run/route. Upon return from a leave, the returning Employee shall assume his/her previously bid run/route unless there has been a seniority adjustment. All other Employees shall return to their prior run/route.
- h. An Employee who is on a leave of absence exceeding ninety (90) work days at the beginning of the school year, shall first bid his/her run/route, then Section B of this Article shall be implemented.
- i. Employees who are on leave at the conclusion of a school year and wish to participate in the bid meeting at the start of the next school year must provide Human Resources with written notice that they are cleared to perform all duties, without restriction, seven (7) week days prior to Bid day. Clearance is required from the Department of Transportation (DOT) doctor, or personal physician if DOT clearance is not required. Extensions may be granted if mutually agreed upon between both parties. A description of the run/routes, approximate mileage, and approximate completion time will be provided at the bid meeting.

- 4. Whenever a driver accepts a temporary run/route due to a regular driver's leave of absence of over ninety (90) days, the driver who accepts the temporary run/route must stay on that run/route for the duration of the temporary run/route. This individual may not bid on another temporary run/route until their current temporary run/route expires. If she/he goes on medical or emergency leave during the placement, she/he would resume that placement upon her/his return.

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

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

- 1. When a substitute driver is needed, the route, both the AM and PM , will first be offered to Association drivers. If an Association driver is available and wishes the assignment, it will be awarded to the most senior driver. It is clear that the driver must be available to drive both the AM and PM portions of the route.

2. If no Association driver is available to substitute on the route, both a.m. and p.m., as outlined above, an Association driver will be able to take the a.m. or p.m. portion of the route in order of seniority, and the other portion shall be awarded to a substitute driver.
- E. Test Run: Each Employee may be required by the Transportation Supervisor to perform a "test run" of his/her selected run/route prior to the beginning of the school year in order to determine the approximate time of the run/route. This test run is to be paid at the driver's regular rate of pay.
- A. Route Decrease or Elimination: An Employee whose run/route has been eliminated or downgraded by thirty (30) minutes or more shall be allowed to bump any driver with less seniority in order to maintain his/her driving time.
- B. Route Time Increase: An Employee whose run/route has increased by thirty (30) minutes or more shall be open to bid by seniority to more senior drivers.
- C. Stand By Time: Employees shall remain on duty if there is less than forty-five (45) minutes between segments of their daily run/routes.
- I. Removal From a Run/Route: Specific drivers may be administratively prohibited from selecting, or removed, from a specific run/route where the driver has a record on that route of inordinate problems with parents or students. The Association President will be consulted regarding the move and its benefits to the school and the driver.

ARTICLE VII EXTRA TRIP BIDS

EXTRA TRIP POLICY

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

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

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

- C. It may be necessary to request a regular driver to take off a regular run for an extra trip.

- D. If taking a trip requires a driver to miss his/her regular run(s) the driver will be paid his/her regular hourly wage for missed run/hourly time and the field trip rate for the remainder of the trip.
- E. As far as practical, extra trips will be assigned each Monday for the following week. To be eligible for any extra trips during that week, drivers must be present, without pay, except in cases of illness, emergency or other extenuating circumstances. At the Monday meeting when such extra trips are offered, drivers who are absent from the Monday extra trips meeting must notify the Supervisor prior to 9:00 a.m. that they will be available for trip assignments occurring that week. Eligible absent drivers shall be identified by the Supervisor at the beginning of the meeting.
- F. A driver refusing an extra trip will not be eligible for another extra trip until his/her name is reached in sequence on the extra trip roster. When a senior driver refuses an extra trip, the driver whose name appears next down on the seniority roster who is present will be offered the extra trip, and so on until a driver accepts the trip. When the last name on the seniority list has been reached, rotation will again begin at the top of the list.
- G. A driver who accepts an extra trip and then turns in the extra trip three (3) times within a school year for any reason, shall be dropped from all extra trip roster(s) for the remainder of the school year.
- H. Show Up/Cancellation Pay: Drivers assigned an extra trip which is cancelled after the arrival of the driver at the Bus Garage will be paid for one (1) hour, and if the extra trip is on Saturday the driver will be paid for two (2) hours.
- I. If a trip with an assigned driver is cancelled, the driver shall become eligible for;
1. If an "E" trip, the driver shall become eligible for the next trip available on the "E" roster.
 2. If an "M" trip, the driver shall become eligible for the first selection at the next Monday morning "M" roster meeting.
- J. Summer Trips: All known summer trips will be bid at a meeting (summer bid meeting) to be held on the last Monday prior to the last day of school. Any extra trips that become available after the summer bid meeting shall be made available to all driver personnel on a rotational seniority basis. Excluded from this provision will be Summer recreation trips which are arranged through the Fowlerville Recreation Association. Drivers will be notified by phone of available trips on Monday morning between 8 a.m. and 9 a.m. for that week. Each driver shall notify the transportation office of a phone number where he/she can be reached. A separate roster shall be posted for five (5) work days for signing prior to the end of the work year by drivers interested in driving Summer field trips.
- K. Roster Corrections:
1. Drivers who are inadvertently missed on bid day on the "M" roster shall notify the Employer before the end of the workday that the bidding took place, or in the event that the Employee is working during that day or on an Employer approved leave day, he/she must notify the Employer by the end of the next morning's runs. The Employer will redo the bid process.
 2. In the event an Employee is skipped the Employee shall be permitted to accept the next available trip (not in the same time slot).
 3. During the work week, if an Employee is inadvertently missed on the "M" roster when a trip comes in after bids have taken place, that Employee has to notify the Employer as soon as he/she becomes aware of the error. If time allows (more than 18 hours) the missed Employee shall be awarded the trip or if less than 18 hours' notice he/she will get the next available trip.

- L. Emergency Assignment: The Supervisor of Transportation will exercise exclusive discretion in driver selection when an emergency condition occurs in any situation of driver need - inclusive of his/her driving the vehicle.
- M. Admission Fees: The Board shall provide admission fees for any driver during a trip for which he/she is charged.
- N. Sponsors: Two sponsors will be provided for a full load on a trip. One sponsor will sit in the back of the bus. One sponsor will sit in the middle of the bus.
- O. Splitting Extra Trips: The Transportation Director, only when there are insufficient drivers to cover trips, may split trips using mechanics, dispatcher, or other certified personnel to drive half of the trip, either to or from the event.
- P. Extra Trip Pay: Drivers who have an assigned extra trip on Friday, Saturday or Sunday, will at the conclusion of the trip, leave their completed trip sheet and bus keys at the designated location in the bus garage in order to be paid on the next scheduled pay period.

ARTICLE VIII WORKING HOURS AND CONDITIONS

- A. In the event that an employee fails the required federal DOT physical examination, the employee will be granted a forty-five (45) day window in which to seek professional assistance to improve his/her condition, in order to be recertified by a DOT physician within the window. Extenuating circumstances may be considered to extend the forty-five (45) day window if mutually agreed upon by the Board and the Association.
- B. Overtime: Employees in the bargaining unit who actually work in excess of forty (40) hours in any week and for any work actually performed on Saturday in excess of four (4) hours, shall be compensated for those additional hours at one and one-half (1½) times the Employee's regular rate of pay. Double time shall be paid for work performed on Sundays and holidays.
- C. Each Employee shall call the Transportation Director or designee when he/she will be absent from work, not later than one (1) hour before the Employee's regularly scheduled work time, except in emergency situations.
- D. The Board reserves the right to assign drivers to buses.
- E. All drivers will be required to be in their buses during boarding.
- F. Drivers shall make every effort to arrive at their initially designated school drop-off point within a set limit of time. These time limitations shall be set by the Administration in writing prior to the-beginning of the school year and may be altered during the year if it becomes necessary.
- G. All runs/routes shall be timed from leaving the bus garage until the bus returns to the bus garage. This does not include prep time. All Bus Drivers will receive fifteen (15) minutes of prep time for their a.m. run, noon run (if assigned) and the p.m. run. All prep time is paid at normal hourly wage and shall be added prior to runs scheduled.
- H. Bus Driver's School:
 - 1. Bus Drivers' School is mandatory. Drivers attending the Bus Driver Safety Education Course shall receive an hourly reimbursement at the training class rate for each hour of attendance.

2. The Board shall reimburse each driver for the cost of his/her license, which includes the P and S endorsement only, as required by law less basic driver license fee.
- I. Drug Testing: All Bus Drivers shall be required to submit to and pass all physical examinations and testing required by state or federal laws, and Board policy.
- a. It is expressly understood that all time spent by drivers in submitting to and undergoing testing for drugs or alcohol is work time and compensable at the driver's regular run/route rate of pay.
4. Testing
- a. Should an Employee who is selected to report for testing have a pre-arranged appointment where cost is incurred for a non-performance of the appointment, the Board agrees to accept responsibility for the incurred cost.
 - b. A school vehicle may be provided for the Employee's use to report to and from the testing site. Should the Employee choose to operate his/her personal vehicle, he/she shall be reimbursed at the current IRS mileage rate equivalent.
 - c. If an Employee is not available for performance of alcohol and controlled substances random selection, the Employee will be required to submit to test performance upon the day of return to work. This is to protect the randomness of the selection process and to protect the integrity of the testing procedure.
 - d. The Employer recognizes that alcoholism and controlled substance addiction are illnesses, and shall be treated as such, pursuant to the terms and conditions of this Agreement. However, Employee alcohol and drug use, possession, or being under the influence during work time may result in discipline up to and including discharge.
5. Consequences for drivers engaged in alcohol misuse or use of controlled substances.
- a. The Employer agrees that any bargaining unit member with an alcohol or drug abuse problem who voluntarily initiates diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner.
 - b. The substance abuse treatment center's determination that a bargaining unit member is not successfully participating in a program of rehabilitation shall result in the termination of the bargaining unit member.
 - c. The Employer agrees that any adverse employment action taken against a member as a result of a positive drug or alcohol test which is a violation of the standards of conduct (as well as alcohol or drug use, possession, or being under the influence during work time), is subject to the standards of progressive discipline and reasonable and just cause as set forth in this Agreement; and the decision to impose any discipline under this Section shall be subject to the grievance and arbitration procedures established in this Agreement. However, it is recognized that any such offense may result in discharge on the first occurrence.
 - d. Any driver who is subject to testing under the Act but, who through no fault of the driver, is unable to be tested in the applicable time period and is subject to the twenty-four (24) hour waiting period, shall be paid for such time at his/her regular rate.
 - e. Seniority:
 1. Seniority will not be accrued during the time spent in a rehabilitation program.

2. Master contract guidelines will dictate the assignment process of a new seniority date should the new seniority date conflict with another Employee's seniority date.

6. Association Representation and Notice

- a. The parties mutually recognize and agree that drug and alcohol testing are investigatory proceedings with respect to which the Employee is entitled to Association representation. In order to assure affected Employees of adequate representation, the Employer and the Association mutually agree to the following procedures:
 1. The Association shall be provided with simultaneous notice of any bargaining unit members who are selected for random, reasonable suspicion, post-accident and return to duty or follow-up testing as required by the Act.
 2. Upon notice by the Employer or request by the affected Employee(s), the Association shall have the right to send a representative to the testing site. Where practicable, such representative shall be one of the individuals trained pursuant to Section H.3.c of this Article.
 3. In the event that the medical review officer (MRO) initiates procedures to contact a driver as a result of a positive drug test, the driver may request Association representation.
- b. All time spent by an Association representative attending the investigatory meetings/conferences conducted by the MRO shall be considered working time and paid in accordance with the driver's full time field trip rate.
- c. The Association shall receive copies of all Employer reports to the Department of Transportation concerning drug testing.

ARTICLE IX
DISCIPLINE AND DISCHARGE

1. Rules Established and Enforced

The employer has the right to establish reasonable and necessary rules and the right to enforce same through the Discipline Procedure. The employees or the Union have the right to take up grievances regarding discipline matters.

2. Just Cause

After completion of the probationary period, no employee shall be disciplined or discharged without just cause.

3. Presence of Committee Person

An employee (or group of employees) who is called into the office for the purpose of investigating matters which could result in disciplinary action for such employee(s) may request the presence of a committee person, and such request will not be denied.

4. Personnel File Review

A unit member has the right upon his/her own request to review the contents of his/her personnel file. The review will be conducted in the presence of the administrator, or his/her designee, responsible for the safekeeping of such file. The employee may have a committee person assist in

said review. Such review shall be conducted at a mutually agreeable time. A copy of requested material will be provided.

5. Discipline Procedure

The purpose of discipline will be to correct behavior and will be progressive in nature. It is recognized that certain offenses may require an immediate suspension up to and including discharge. Included are:

- a. Theft
- b. Flagrant Insubordination
- c. Leaving job without permission causing students' lives to be endangered
- d. Recklessness resulting in serious accident to self or others while on duty.
- e. Offenses listed are not intended to be all inclusive.

6. Drinking and/or possession of intoxicants or illegal drugs while on the job or positive test for drugs or alcohol as confirmed by the Medical Review Officer shall result in immediate dismissal.

MDOT Alcohol Prohibitions:

- i. Use while performing a safety-sensitive function:
- ii. Use during the four (4) hours before performing a safety-sensitive function:
- iii. Reporting for duty or remaining on duty to perform a safety-sensitive function with an alcohol concentration of 0.04 or greater:
- iv. Use during the eight (8) hours following an accident, or until the driver undergoes a post-accident test: and
- v. Refusal to take a required test.

MDOT Drug Prohibitions:

- i. Use of any drug, except by a doctor's prescription (and only if the doctor has advised the driver that the drug will not adversely affect the driver's ability to safely operate a commercial vehicle):
- ii. Testing positive for drugs:
- iii. Having an adulterated or substituted test specimen: and
- iv. Refusal to take a required test.

7. If a driver's CDL is suspended for other reasons, the driver will be suspended without pay for up to ten (10) working days pending reinstatement of the CDL. Failure to reinstate the CDL within these ten (10) working days is cause for termination.

ARTICLE X
COMPENSATION

- A. Employees shall be paid an hourly rate as specified in Transportation Wage Schedule A. Transportation duty time shall be for the normal amount of time needed to drive the route and perform other attendant duties under ordinary and usual road conditions, including weather and other relevant circumstances.

- B. Beginning July 1, 2001, up to two (2) years of experience credit on the wage schedule may be granted under the following conditions:
 - a. The experience shall be driving a school bus.
 - b. Driving experience must satisfy the District and state requirements of successful driving, including criminal background check and satisfactory driving check.
 - c. The driver will provide written documentation for up to two years of service credit with the MPSERS retirement system or written documentation from the previous Employer(s) of having worked at least 720 hours for each year of experience credit.
 - d. The experience shall be within the previous (4) years.
- C. Prep time is additional work time allowed regular Bus Drivers which is intended to be used for work related responsibilities that include such duties as pre trip inspection of the bus, bus warm-up, bus refueling, completing forms, meetings with Supervisors, etc. Prep time takes place at the beginning of the work time of regularly scheduled runs and field trips if applicable.
- D. Additional Time: To receive payment for hours worked beyond the allocated time, the driver must submit a time report which specifies the reason(s). Reports for additional time must be submitted to the Transportation Supervisor within twenty-four (24) hours of the occurrence. Additional time will be verified or denied within two (2) work days by the Supervisor. Additional time driving is paid on the driver's regular hourly rate. Additional time for meetings is paid under the heading "all other work" on Wage Schedule, A.
- E. Drivers shall be scheduled to work on all student days and paid their daily rate of pay but may be required to attend in-service programs or perform other assignments at the times determined and scheduled by the Employer to fulfill their obligations. Drivers will attend required in-services and/or workshops and not have the option of doing field trips during such in-services and/or workshops. Drivers shall be paid on the basis of twenty-four (24) pays per year.
- F. The rate of pay will be computed in the following manner: the hourly rate is multiplied by the number of hours worked in a given day. This number is then multiplied by the number of remaining work days starting with the beginning of the third pay period and divided by the number of remaining pay periods out of 24.
- G. During the first two (2) pay periods, drivers will be paid actual hours for runs/routes as assigned. In the event regular runs/routes which are normally scheduled are either not scheduled for a few days or are cancelled during the first two (2) pay periods, they will be paid as if actually driven, provided the driver is not absent without pay. Beginning with the third payroll of the year, a standard time, based on actual time of normally scheduled runs during the first two (2) payrolls, will be established for each route; and that time will be paid at the hourly rate for normally scheduled runs driven per pay period for the balance of the year. Changes in standard time for routes must be approved by the Transportation Supervisor, and will then be paid from that time forward. Bus Drivers shall receive a copy of any time sheets required by the payroll office.
- H. In the event a driver receives unemployment compensation for days when school is closed, the driver's compensation per hour per year will be adjusted such that the total of unemployment and annual compensation shall be equal to the compensation per hour per year had the driver not received unemployment compensation.
- I. All Bus Drivers shall be guaranteed a minimum payment not less than one and one-half (1½) work hours per day, which includes required prep time.
- J. Drivers shall be paid their regular hourly rate for time worked as a substitute on those runs/routes which are in addition to their regularly scheduled runs.

- K. When an Employee is scheduled to drive the vocational education or consortium route to another School District and the other District is not in session, the driver shall be available to drive in Fowlerville Schools as a substitute without additional pay as long as the compensation does not have a negative wage cost to the driver.
- L. Meal Rate: Employees will be reimbursed for meals on a trip upon presentation of a paid receipt at a maximum of \$10.00 per meal with a minimum of 4.5 hours between meals. The paid receipt must only include items for meal reimbursement and have been made during the trip or in the 24 hours prior to the trip.
- M. Drivers with perfect attendance during a semester will earn an incentive of \$100.00 (total of 2 semesters per year). An additional \$100.00 will be earned if this attendance pattern is achieved both semesters (for a potential of \$300.00 per year). Personal business, school business, jury duty and bereavement days will be excluded. These incentives will be paid out in the last pay in February (for 1st semester and in the last pay in June (for 2nd semester and full year incentive, if applicable).

ARTICLE XI HOLIDAYS

TRANSPORTATION:

1. Thanksgiving Day
2. Christmas Day
3. New Year's Day

Employees must work their last scheduled day before and the first (1st) scheduled work day after the holiday to receive holiday pay, or be on approved District leave.

ARTICLE XII EMPLOYEE INSURANCE FRINGE BENEFITS

TRANSPORTATION:

The District will abide by all PPACA requirements. Employees will be offered coverage that meets the minimal essential coverage. The employee is responsible for 100% of the total cost of the PPACC coverage.

The District and the Association acknowledge that employee benefits or products will be made available to eligible Association bargaining unit members through the District's participation in the Health Plan Purchasing Consortium. The District and the Association have agreed that Association bargaining unit members will be allowed to enroll in those plans effective January 1, 2018 and that such plans or products made available through the Consortium shall replace those otherwise in effect for Association bargaining unit members on that date. Further, the District and the Association acknowledge and recognize that alternative plans with modified specifications may subsequently be made available through the same carrier selected to provide benefit plans or products through the Consortium. The District and the Association agree that Association bargaining unit members who are otherwise eligible to enroll in these alternatives, which are recognized by parties to be instrumental in both stabilizing insurance costs and in structuring insurance products to meet the needs of those enrolled.

The Parties further voluntarily waive and relinquish their respective rights under the Public Employment Relations Act (PERA) for the period beginning January 1, 2018 and concluding on December 31, 2020 to negotiate any contrary durational commitment with regard to the procurement and maintenance of the specified Insurance products and employee benefits plans through the Consortium. This waiver is limited to the bargaining of health care coverage. Further, the District and the Association agree that their designation of specified insurance products and employee benefit plans through the Consortium satisfies their mutual obligation to bargain over the benefits, policy specifications, and coverages of those insurance products and employee benefit plans, and that neither party shall be obligated to bargain with respect to those matters for the duration of the commitment to maintain those insurance products and employee benefit plans.

Nothing in this Agreement shall waive, qualify, or diminish in any way, the respective rights and obligations of the District and the Association to negotiate over allocation of premium responsibility between the District and enrolled Association bargaining unit members for the insurance products and employee benefits plans in which those individuals and their eligible dependents (if applicable) are enrolled subject to the restriction on District expenditures for medical benefit plan costs under the Publicly Funded Health Insurance Contribution Act.

The Employer shall provide the following cost of fringe benefits for twelve (12) months for the bargaining unit member and his/her dependents. Qualifying employees will be eligible for the benefits outlined in the Consortium plan for the Bus Drivers.

The Employer shall provide the following cost of fringe benefits for twelve (12) months for the bargaining unit member and his/her dependents. Transportation employees whose regular scheduled work day is four (4) or more hours a day, or twenty (20) hours a week will be eligible for the benefits outlined in the Consortium plan for the Transportation group.

ARTICLE XIII PAID LEAVES

A. SICK LEAVE:

1. Sick leave will be granted monthly at a rate of ten (10) days each year. Sick leave shall be accumulated up to one hundred (150) days.
2. Sick Leave shall be granted for the following purposes:
 - a. Personal illness of such a nature as to render the member unfit for service, or for reason of medical, optical or dental injury or for purposes of treatment and/or examination.
 - b. Quarantine of member.
 - c. Illness of an immediate family member; limited to parents, step parents, siblings, spouse, guardian, child, step-child or ward.
 - d. Illness or disability due to pregnancy.
3. Allowance for sick leave for staff members employed less than one (1) year will be prorated on the basis of time served.
4. The Employer may require an Employee to provide medical verification when the Employer has a reasonable basis to question the fitness of the Employee's ability to work or the Employee is suspected of abusing sick leave. The verification will be at District expense to the extent not covered by insurance and the Employee was not otherwise going to the doctor.

5. Paid sick leave time for transportation Employees will be computed and charged on a per run basis. Transportation Employees who are docked for unpaid work time will be computed and charged on an hourly basis.
6. If an Employee calls in sick the night before a day when school is cancelled due to an act of God, a day shall not be deducted from the Employee's sick leave accumulation.
7. A driver may use any of the leave provisions of this Agreement in one-run/route segments.

B. PERSONAL BUSINESS:

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

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

C. PAID MEDICAL LEAVE ACT:

The Paid Medical Leave Act (PMLA) requires that the District provide paid leave time to hourly staff members for specific circumstances:

1. The eligible employee's mental or physical illness, injury, or health condition; medical diagnosis, care
or treatment of the eligible employee's mental or physical illness, injury, or health condition; or preventative medical care for the eligible employee.
2. The eligible employee's family member's mental or physical illness, injury, or health condition, medical
diagnosis, care or treatment of the eligible employee's family member's mental or physical illness, injury or health condition; or preventative medical care for the eligible employee's family member.
3. If the eligible employee, or the eligible employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
4. For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency, for an eligible employee's need to care for a child whose school or place of care has been closed in certain circumstance; or in certain circumstances if the eligible employee or family member has been exposed to a communicable disease.

5. Employees are granted sufficient paid leave under this bargaining agreement to satisfy the Paid Medical Leave Act requirement.

D. BEREAVEMENT LEAVES:

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

- E. Emergency situations may be handled at the discretion of the Administration.

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

ARTICLE XIV
UNPAID LEAVES

- A. MATERNITY, CHILD CARE, GENERAL LEAVE: Pursuant to the Family and Medical Leave Act (FMLA) of 1993, an Employee who has been employed at least twelve (12) months and has worked at least twelve hundred fifty (1,250) hours during the prior twelve (12) month period is entitled to twelve (12) work weeks of leave during any twelve (12) month period without pay for one (1) or more of the following reasons;

1. Due to the birth of the Employee's child in order to care for the child.
2. Due to the placement of a child with the Employee for adoption or foster care.
3. Due to the need to care for the Employee's spouse, child, or parent who has a serious health condition.
4. Due to a serious health condition that renders the Employee incapable of performing the functions of her/his job.
 - a. "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider.

Any leave taken under this Contract for the above purposes shall be charged against the Employee's leave entitlement under the FMLA at the election of either the Board or the Employee. Other conditions of the FMLA shall apply to leaves in this Section. This shall not preclude the Employee from using any benefits provided which are greater than the FMLA. Any health condition not covered above shall be discussed between the Employer and the Employee in order to permit the Employee to be away from his/her job.

- B. Maternity Leave: Maternity/child care leaves will be granted upon written request for a period of up to one (1) calendar year. Before the leave time expires, the Employee shall notify the Employer in writing of readiness to return. In the event the Employee fails to indicate readiness to return to work upon the expiration of said leave, she shall be terminated and forfeit any further rights she may have under this Agreement or individual employment contract. Leaves of absence shall commence at such time as the Employee is unable to continue on active duty due to her pregnancy, unless the Employee requests an earlier leave commencement time, which is approved by the Board. Sick leave may be used for physical disability prior to the unpaid maternity/child care leave but not during the unpaid/child care leave.
- C. Board Leave: Upon Board approval, leave of absence without pay for sickness or injury to an Employee or immediate family (spouse or child) shall be granted for a maximum period of twelve (12) months without any loss of seniority. The Board shall be provided a medical certificate for such leave, from the Employee's physician prior to granting said leave of absence. Upon return from leave Employee shall be granted all his/her rights afforded in this Contract in regards to bidding and seniority.
- D. Worker's Compensation Leave: Upon return from a Worker's Compensation claim, the Employee shall retain and accrue seniority and return to his/her former position, if available. If the former position is not available, the Employee shall bump the lowest seniored Employee in his/her classification in order to be assigned a position or assignment.
- E. Medical Leave of Absence: When an Employee has exhausted all accumulated sick leave days and sickness and accident benefits, she/he shall be eligible for a medical leave of absence without pay of not to exceed twelve (12) months provided she/he submits medical proof of inability to perform normal duties. During the said twelve (12) month period, the Board may request medical recertification of inability to perform normal duties. Such leave may be renewable annually upon the request of the Employee.

ARTICLE XV MISCELLANEOUS

- A. Act of God Days: Whenever an Act of God day or days are declared by the Employer, the Employee shall be notified by his/her Supervisor or designee not to report to work. Transportation Employees shall be in a paid status with any required Act of God make up days being without additional pay.
- B. An Employee called for jury duty or called by the Board to give testimony as a witness, not as a defendant, before any judicial or administrative tribunal or in an arbitration, negotiation, mediation or fact finding proceeding, shall be compensated for the difference between the Employee's regular job for which the Employee is contracted. The Employee must notify their Supervisor immediately upon notification of such duty to allow replacement or cancellation of such duty.
- C. Termination: Upon resignation in good standing or upon retirement in accordance with the Michigan Public School Employee's Retirement Act, or in the event of the death of the Employee, any Employee with ten (10) calendar years of service or more may redeem up to fifty (50) calendar days of accumulated sick leave at the rate of forty dollars \$40.00 per day. In the event of death, the estate will be paid the money.
- D. Whenever an Employee is required to use his/her personal vehicle for school business, he/she shall be paid the current IRS rate for all mileage incurred. In addition, the District shall reimburse any deductible charged by the Employee's personal automobile insurance company, as long as he/she is not cited for a traffic violation as the result of an accident which occurs while using her/his vehicle for job-related

activities. This is not intended to apply to travel going to or from conferences, meetings, or in-service activities.

- E. The manner in which Retirement Time is computed to determine a credit year is six (6) hours per day times one hundred seventy (170) days equals one credit year. When working less than six (6) hours, the time worked for the year is totaled and divided by one hundred seventy (170) days. This amount equals a prorated work year. The determination is completed by the office personnel of the State Retirement Board. The Board shall give a copy of the quarterly retirement report to each Employee at the time it is submitted to the retirement Board.
- F. The Board and drivers shall work cooperatively to maintain safe and secure conditions while students are on the bus.
- G. Workshops/In-Service: The Employees shall attend additional staff development workshops beyond the scheduled annual work day requirements for additional pay of their Employer's choosing. Transportation drivers will be paid at the training class rate. The Employer shall notify Employees ten (10) calendar days when feasible prior to the scheduling of such day. For workshops and/or in-services the work hours may be different than the drivers' regular hours. Drivers will attend required in-services and/or workshops and not have the option of doing field trips during such in-services and/or workshops.
- H. Summer Bus Cleaning: At the conclusion of the school year, drivers will clean their bus for the summer according to the Transportation Director's guidelines. Time will be kept on a timesheet and paid at the all other work rate.
- I. Weekly Bus Cleaning: Drivers will be paid 1 additional hour per week at their regular run/route rate to clean their bus and will follow the cleaning protocols outlined by the Transportation Director.

ARTICLE XVI GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of this Agreement or written Board policies affecting working conditions of the member. Should a member/Association feel that there has been a violation, he/she will take the following steps:
Step 1: The member/Association, with or without a designated representative, shall discuss the grievance with the Supervisor informally within five (5) work days of the alleged violation and, if not resolved, shall file a written grievance with the Supervisor within fifteen (15) work days of the alleged violation and discuss the written grievance with the Supervisor within five (5) work days after the grievance is filed. If no satisfactory conclusion is reached within five (5) work days following the discussion of the written grievance with the Supervisor, the member/Association shall submit the written grievance within five (5) work days of the discussion with the Supervisor to Step 2. A grievance which is not within the scope of a Supervisor's authority may be filed initially at step 2. The written grievance, as required herein, shall contain:
 - a. it shall be signed by the grievant(s)/Association.
 - b. it shall be specific;
 - c. it shall contain a synopsis of the facts giving rise to the alleged violation;

- d. it shall cite the section or subsections of this contract or written Board policy alleged to have been violated;
- e. it shall contain the date of the alleged violation;
- f. it shall specify the relief requested;
- g. it shall indicate approval or disapproval by the Association.

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

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

Step 4: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration provided the submission is made in writing to the American Association of Arbitrators within ten (10) work days after receipt of the Board's answer. If the grievance is timely submitted to arbitration, an arbitrator shall be selected in the following manner:

- a. The parties shall meet within ten (10) working days of the submission to arbitration for the purpose of selecting a mutually agreeable arbitrator. If the parties cannot agree within five (5) work days, then:
 - b. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The filing party shall pay any and all filing fees. The party against which a decision is rendered shall pay the entire cost of the arbitrator. In the event there is no clear loser, the party requesting arbitration shall pay the entire cost.
 - c. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground, or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no authority to change, alter, modify or add to the terms and provisions of this Agreement. Both parties agree to be bound by the award of the arbitrator to the extent the award was within the scope of his/her authority.
- B. Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.
 - C. The Grievant/Association will have the right to withdraw a grievance at any level without prejudice to the Association or other members.
 - D. A grievance may not be processed past Step 3 without the approval and endorsement of the Association.

- E. The time limits provided in this Article shall be strictly observed, but may be extended by written Agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- F. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.
- G. The Association will have on file, in the office of the Superintendent, the names of the Association representative in each building.
- H. Nothing contained herein shall be construed to prevent any individual member from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given opportunity to be present at such adjustment.
- I. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. The arbitrator shall have no power to issue an award resulting in financial liability to the Board for more than a total of sixty (60) calendar days prior to the filing of any grievance under any circumstances.
- J. The Board shall release with pay for the time necessary during regularly scheduled hours, all members necessary for the arbitration hearing.

ARTICLE XVII REDUCTION AND RECALL

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

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

ARTICLE XVIII
STRIKE PROHIBITION

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

ARTICLE XIX
EMERGENCY FINANCIAL MANAGER

If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency Manager may reject, modify or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA)

WAGE SCHEDULE

2020-2021 wages reflect a 1.5% increase in the rate of pay for each classification and step, Effective 07/01/2020-06/30/2021.

<u>Classification</u>	<u>Years of Service</u>	<u>Rate of Pay/Hour</u>
Regular Route/Run	1	\$16.49
	2	\$17.00
	3	\$17.26
	4	\$17.76
	5	\$19.03
Field Trip Route/Run		\$ \$15.46*
Route Review Meeting		\$15.46*
Bid Meeting		\$15.46*
Training Classes		\$15.46*
Student Safety Classes		\$15.46*
Driver Trainer Teacher		Trainer's Regular Driver Rate
All Other Work		\$15.46*

*The regular bus driver rate shall never be less than a substitute bus driver rate. If the substitute bus driver rate increases, the regular bus driver rate will increase as well.

APPENDIX A

LONGEVITY

Transportation

Employees hired after June 30, 2012 will no longer be eligible for longevity payments.

Years of Service

Annual Longevity Pay

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

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

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

TRANSPORTATION FLAT FEE INCENTIVE PROGRAM

General Guidelines

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

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

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

FLAT FEE INCENTIVE SCHEDULE

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

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

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

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

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

APPENDIX B

2005-2006

Transportation Association Members List 04/06/2006

NAME
Franks, Kim
Freyoldenhoven, Sharon
Hively, Kim
Myshock, Sherrie

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

APPENDIX C

ONE YEAR CONTRACT EXTENSION:

It is hereby understood and agreed by and between Fowlerville Community Schools (hereinafter referred to as the "Employer") and the Fowlerville Educational Support Personnel Association, NEA-NEA [Transportation Bargaining Unit] (hereinafter referred to as the "Union") that the parties collective bargaining agreement known as "EMPLOYMENT CONTRACT BETWEEN THE BOARD OF EDUCATION OF THE FOWLERVILLE COMMUNITY SCHOOLS AND THE FOWLERVILLE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA-NEA [Transportation Bargaining Unit]" shall be amended as follows:

1. It is hereby agreed between the Employer and the Union to extend in full force and effect all terms and conditions of the Agreement, which expired on June 30, 2020 for a period of one year unless as amended in the Extension Agreement. The wages scale for 2019-2020 will become the wage scale for 2020-2021. Advancement on schedules for steps, longevity, and vacation schedules will continue.
2. Further, it is agreed that the Employer shall maintain its participation in all current health, retirement, and other benefit plans.
3. Further, it is agreed that members of the bargaining group shall receive any stipends funded by the state or federal government and earmarked for school employees that they qualify for (less applicable withholding as required by law, within 30 days of the official award of such funds.
4. Finally, it is agreed that all provisions of the current Agreement as well as any Memorandum of Understanding covered by this Extension Agreement are hereby extended unchanged for its term except to the extent they have been amended or modified by the Extension Agreement.

IN WITNESS WHEREOF the parties have hereunto set
their hand and seals.

THE FOWLerville EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION MEA/NEA
TRANSPORTATION BARGAINING UNIT

This Agreement shall be effective upon ratification by both
parties. This Agreement shall be in effect from July 1,
2020 through June 30, 2021. This Agreement shall not be
extended orally and it is expressly understood that it shall
expire on the date indicated.

FOWLerville EDUCATION ASSOCIATION

FOWLerville BOARD OF EDUCATION

Elizabeth A. Lullett 10/5/20

Michael D. Brown

Association Representative
Date:

Date:

School Board President

Rachel S. 10-5-2020

Amala M. Burkhardt

Association Representative
Date:

Date:

School Board Secretary