



AGREEMENT
BETWEEN
ALLEGAN PUBLIC SCHOOLS
AND
ALLEGAN BUS DRIVERS

2011-2013

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The Allegan Public Schools affirms its commitment to carry out its civil rights obligation to eliminate discrimination and denial of services on the basis of race, color, religion, national origin or ancestry, age, sex, marital status, or handicap.

ARTICLE I
Purpose and Intent

- 1.1 The general purpose of the Agreement is to set forth the wages, hours and working conditions of employment. Both parties agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE II
Recognition

- 2.1 The Employer hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all regular and substitute bus drivers, but expressly excluding supervisory personnel, mechanics, drivers of school vehicles other than buses, and all other employees of the Employer.

ARTICLE III
Management Rights

- 3.1 The Employer, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and the United States of America. Such rights and responsibilities shall include, by way of illustration and not by way of limitation, the right to the executive management and administrative control of the school system and its properties and facilities, the direction of the activities of employees within the scope of their employment, to establish written personnel and other policies, to hire all employees subject to the provisions of the law, to determine employee qualifications for continued employment, to discharge, discipline, or demote for just cause, and to promote, transfer, and retire all such employees, to establish policies, bus schedules, the hours of work, and other duties, responsibilities and assignments of drivers and other employees, and to otherwise carry out the ordinary and customary functions of management.
- 3.2 The exercise of the forgoing powers, rights, authority, duties, and responsibilities of the employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- 3.3 It is understood and agreed that, in exercising its rights and meeting its responsibilities, the employer acts through its administrative and supervisory personnel in the administration of this Agreement.

ARTICLE IV
Representation

- 4.1 All regular and substitute bus drivers are covered by this Agreement and shall be represented by the Association.
- 4.2 Nothing herein contained shall abridge the right of any individual to process his/her own grievance without interference of the association, provided that the individual so notifies the association and employer in writing of such intent. The Association may have a representative present at all discussions of the grievance and any adjustments that may result therefrom shall not be inconsistent with the terms of this Agreement.
- 4.3 Any employee participating in a grievance hearing or contract negotiations during his/her working hours on behalf of the Association with a representative of the employer shall be released from his/her regular duties without loss of pay.

- 4.4 Either party hereto may require that grievance hearings or contract negotiations between the parties shall be held during employee non-working hours.

Article V
Employee Discipline Procedure

- A. No employee shall be disciplined, reprimanded, or reduced in compensation without just cause.
- B. An employee shall be entitled to have present an elected representative of the Association and a personal representative from the Association for any disciplinary action.
- C. It is agreed and understood that the system of discipline is as follows:
 - 1. Discussion of the problem with the supervisor.
 - 2. Verbal Warning
 - 3. Written Warning
 - 4. Suspension with pay up to three (3) days
 - 5. One (1) to five (5) day suspension without pay (according to the severity of the offense)
 - 6. Ten (10) days suspension without pay
 - 7. Dismissal
- D. It is recognized that the seriousness of a problem may cause the problem to initially be dealt with at a higher level than in the order of discipline as listed above. For example, it could start at Step. 5.
- E. Each employee shall have the right, upon request, to review the contents of his/her own personnel file at a reasonable time (an employee shall be entitled to have present an elected representative of the Association for any disciplinary action). Nothing will be placed in the personnel file without the prior knowledge of the employee.

Article VI
Grievance Procedure

- 6.1 A grievance shall be defined as a charge of a violation, misinterpretation, or misapplication of the expressed terms of this Agreement.
- 6.2 For purposes of this article, days shall mean calendar days, exclusive of Saturdays, Sundays, legal holidays, and paid holidays.
- 6.3 The procedures of adjustment of grievances shall be as follows:

Step 1. An employee with a problem or grievance shall first discuss the matter with his/her immediate supervisor with the objective of settling it quickly and informally.

Step 2. In the event the grievance has not been satisfactorily settled, the matter shall be reduced to writing no later than ten (10) days from date of occurrence. The written grievance shall be on a form as provided in Appendix A.

The written grievance shall be presented to the employee's immediate supervisor for disposition. Within five (5) days of receipt of the written grievance the supervisor shall have a conference with the employee and the elected representatives of the Association. The employee may choose to have an additional member of his/her own choosing attend the conference. It is the supervisor's responsibility to attempt to set a mutually satisfactory time and place for said meeting. The affected employee(s) shall be present at such meeting. Within five (5) days after the meeting, the supervisor shall state his decision in writing, or indicate that the relief sought is outside his jurisdiction and authority, and furnish a copy thereof to the grievant(s) and Association.

Step 3. Within five (5) days after receiving the decision in Step 2, the Association may appeal in writing to the Superintendent or his/her designee.

Within five (5) days of receipt of the written grievance, the Superintendent or his/her designee shall schedule a conference with the Association. It is the Superintendent or his/her designee's responsibility to attempt to set a mutually satisfactory time and place for said meeting. The affected employee or employees shall be present at such meeting.

Within five (5) days of the hearing meeting, the Superintendent or his/her designee shall state his/her decision in writing, and furnish a copy thereof to the grievant(s) and the Association.

Step 4. Within five (5) days after receiving the decision of Step 3, the Association may appeal the decision in writing through the Superintendent of Schools to the Board of Education.

Within ten (10) days of receipt of the grievance, the Board of Education shall have a hearing with the grievant(s) and the Association.

The Board shall hear the grievance in dispute and shall render its decision in writing within ten (10) days from the close of the hearing.

Step 5. If the Association is not satisfied with the disposition of the grievance by the Board or no decision is rendered within the time provided in Step 4, the Association may, within ten (10) days, submit the matter to arbitration and so notify the Superintendent in writing.

If possible, the Board and Association shall mutually begin the selection of an arbitrator within ten (10) days of the arbitration request by the Association. If the parties cannot agree to an arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules. The only evidence or arguments which may be presented at the arbitration hearing are those which were used in the previous steps of this grievance procedure and to which a written reference has been made.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing as soon as is reasonable. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine the decision to the particular case submitted to arbitration. Both parties agree to be bound by the award of the arbitrator.

The arbitrator shall have no authority except to pass upon alleged violations of this Agreement. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement, nor to interfere with the exercise of the Employer's rights and responsibilities, except, as those rights are expressly limited to this Agreement.

- 6.4 The fees and expenses of the arbitrator shall be paid at equal expense of the Employer and Association. The cost of grievances brought solely by an employee without the support of the Association shall be the responsibility of the employee only.
- 6.5 No complaint which alleges a statutory unfair labor practice (under the Michigan Employment Relations Act) or a statutory unfair labor practice (under the Federal or State Civil Rights Act) or any other right or remedy which arises pursuant to state constitution or government regulation, may be filed or processed as a grievance under this Agreement. Such matters shall be resolved by the agencies in courts of competent jurisdiction designed by law to deal with such issues.
- 6.6 On agreement between the Employer and the Association, a hearing upon a grievance may be commenced at any step, and any time limit within the grievance, and may be extended by mutual agreement.

- 6.7 An employee or the Employer has the right to be represented at any step in the grievance procedure by an attorney or representative. All proceedings in the grievance procedure process shall be held on the Employer's premises.
- 6.8 Any grievance or request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings, resulting in a forfeiture of the grievance.
- 6.9 The foregoing grievance procedure shall not apply to:
- a. A grievance by an employee who desires to assert his/her right to present such grievance to the Employer and have it adjusted without interference of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement
 - b. The discipline, suspension, or discharge of a probationary employee.
 - c. Any provision of this Agreement which contains an express exclusion from this procedure.

ARTICLE VII

Regular Driver Seniority

- 7.1 Regular driver seniority shall be defined as an employee's length of continuous service as a regular driver since his/her last date of hire as a regular driver, excluding any authorized unpaid leave of absence in excess of one (1) month.
- 7.2 All new regular drivers shall be on probation until they have completed sixty (60) days as a regular driver. For the purpose of this section only, any part of a day worked shall count as a full day of work.
- 7.3 During the probationary period an employee may be laid off or terminated at the sole discretion of the Employer.
- 7.4 A revised regular bus driver seniority list, with seniority date, shall be prepared by the Employer and forwarded to the association, upon request, when there has been a change in the seniority list.

ARTICLE VIII

Substitute Driver Seniority

- 8.1 Substitute driver seniority shall be defined as the employee's length of employment with Allegan Public Schools as a substitute bus driver since his/her last hiring date by Allegan Public Schools as a substitute bus driver.
- 8.2 Substitute bus driver seniority shall be used solely:
- a. To determine which substitute employee shall be awarded a regular route, when such route is open and available for bidding.
 - b. To determine which driver to assign to an extra trip when no driver has voluntarily signed up for the extra trip.
- 8.3 Substitute driver seniority shall be lost when an employee refuses to drive a requested regular run or extra trip unless such refusal is based upon a prior commitment, or the substitute driver is ill, or the substitute driver is contacted to drive less than one (1) hour before the scheduled trip. Formal action will follow the second written complaint by a driver or bus supervisor. However, before substitute seniority is lost, the driver, and an association representative(s) if requested, will meet with the Administration to determine if the refusal is reasonable. The decision of the Administration is final.

- 8.4 All substitute employees shall be probationary employees.
- 8.5 When a driver rides a run, he/she shall be paid at their regular rate of pay. This applies to all AM, PM, and mid-day runs.

ARTICLE IX
Lay-Off and Recall

- 9.1 When it becomes necessary to lay off bus drivers, the procedure used will be based on seniority, qualifications, and the needs of the school district.
- 9.2 Employees will be recalled from lay off in reverse order of lay off. No new bus drivers shall be hired until an attempt has been made to recall those who have been laid off.

ARTICLE X
Transfer and Job Openings

- 10.1 During the school year the Superintendent or his/her designee will post on the Association Bulletin board the notice of a general meeting to take place to fill any vacancy/vacancies. The Superintendent or his/her designee must post the route opening within two (2) working days after the driver has turned in a written resignation or has been approved for a leave of Absence greater than ten (10) days. This notice will be posted for five (5) days prior to the meeting. The driver(s) will be awarded route/routes as soon as possible, no later than two (2) days after the general meeting. If other vacancies result from the original bidding, those vacancies shall be bid upon and awarded at the same meeting. Once the general meeting is completed no driver shall change his/her awarded route. A general meeting will be held with all drivers and the Superintendent or his/her designee before school begins each year to fill vacancies that are open during the summer. Prior to the general summer meeting, the Superintendent or his/her designee will provide all available information concerning route openings for bid.
- 10.2 All employees shall have the right to bid on job vacancies. This includes regular runs and Special Ed (ISD) runs. The regular employee with the most seniority shall be given first opportunity to fill the vacancy. If no regular employee bids on the vacancy, a substitute employee with the most seniority who bids on the vacancy shall be awarded the route.
- 10.3 Drivers wanting to be considered for summer driving jobs will notify the supervisor, in writing, by the last driving day of the school year. Driving will be offered on the basis of seniority and availability. Each driver will be given a chance to accept or turn down a trip before his or her name will be moved down on the rotation.
- 10.4 For purposes of this article, a regular driver who is driving one-half a route (an A.M. run or a P.M. run) shall be assumed to have highest seniority in the awarding of the other half of the route being run.
- 10.5 The morning and afternoon shuttle run shall be held by the same person; provided it fits the established run and does not put the driver over forty hours of driving per week. It shall be posted and assigned to the driver with the most seniority closest to the point of departure.
- 10.6 When a driver has had his/her mid-day or regular run deleted he/she has the right to bump the least senior driver in that time period.
- 10.7 No regular run or route assignment will be awarded which would require payment of over-time to an employee on a regular basis unless approved by Superintendent or his/her designee.

ARTICLE XI
Work Stoppages

- 11.1 The Association and Employer subscribe to the principle that differences should be resolved in good faith by peaceful and appropriate means without interruption of the school program. The Association therefore agrees not to honor, encourage, or promote the action of strikes, work stoppages, or other refusals to perform work by drivers covered under this Agreement.

ARTICLE XII
Sick Leave

- 12.1.1 Regular employees will earn as sick leave eleven (11) of his/her normal working days, excluding summer vacation assignments, at his/her full daily rate of pay, for personal illness, or for serious illness in his/her immediate family. Drivers will be credited with their sick time for the year in September of each year. In October, accrued sick time will be adjusted, if necessary, based on the route time evaluation for the current year. Additional sick leave credit for days worked beyond the normal school year will be pro-rated.

Immediate family for sick leave shall be defined as members of the employee's household, those making their permanent residence in the employee's home, and are a dependent as defined by the Internal Revenue Service. Employees may use up to two (2) of their sick days each year as personal leave days. Also for serious illness or death in the employee's family as defined to include the employee's spouse, child, parents, grandparents, grandparents-in-law, parents-in-law, step-parent, step-child, brother, sister, uncle, aunt, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepsister or stepbrother.

- 12.2 No sick leave shall be used to increase an employee's workweek to over forty (40) hours.
- 12.3 A maximum of five (5) days bereavement leave per death may be used in the immediate family. Immediate family for funeral leave shall be defined as mother, father, mother-in-law, father-in-law, grandparent, sister, brother, spouse, child, stepchild, grandchild, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. All but the first three (3) days shall be deducted from sick leave.
- 12.4 Sick leave hours not used in any school year shall be cumulative to 1040 sick leave hours. A driver who has ten (10) consecutive years of driving seniority may apply the balance of his/her unused sick hours for cash payment equal to a rate of 30% of the hourly rate of the last year of employment.
- 12.5 Sick leave accrued shall be retained by an employee in each of the following cases:
- a. An employee who is on an authorized leave of absence
 - b. An employee who is recalled from lay off.
- 12.6 Employees who are injured while at work must notify their supervisor as soon as possible and make a written report of the injury on the form provided within twenty-four (24) hours whenever possible.
- 12.7 Sick leave shall be computed/charged/or paid pro-rated on the driver's average workday. A route that permanently changes fifteen (15) minutes or more shall be recalculated before the next pay period ends.
- 12.8 Bus drivers working in the summer will accumulate sick days (hours) on a prorated basis.
- 12.9 Accumulated YTD sick hours and leave of absence hours will be printed on each individual check stub as soon as available through the payroll office.

- 12.10 Drivers using Family Medical Leave Act (FMLA) hours will have these hours paid from their remaining sick leave hours as provided by law.
- 12.11 When a driver has been on sick leave for more than two (2) consecutive days, he/she may be requested to provide a doctors slip upon returning to work. The district will reimburse the employee if there is an additional charge for obtaining the doctors slip.

ARTICLE XIII
Military Leave

- 13.1 Members of the National Guard or other branches of the Armed services who are ordered to tours of active duty shall be granted a leave of absence to fulfill their military obligations without pay or benefits.

ARTICLE XIV
Leave of Absence

- 14.1 Leave of absence for regular drivers may be granted on an individual basis at the discretion of the Superintendent or his/her designee without pay or benefits.
- 14.2 Regular drivers on approved leave of absence shall have the right to return to the same position they left if the approved leave of absence does not exceed ninety (90) working days. The temporary vacancy will be posted and the position will be filled with the driver of highest seniority. A temporary mid-day vacancy will not be posted but will be filled by a regular driver from the seniority list after five (5) work days have lapsed.

Short term leaves (thirty (30) days or less) will be filled with a substitute driver of the regular driver's choosing. A regular driver on an approved leave of absence of thirty one (31) days or longer will have his/her route filled as follows:

- A. The Superintendent or his/her designee will post on the Association bulletin board a notice of a general meeting to take place to fill the driver(s) absence. This notice will be posted for five (5) days before the meeting. If necessary, the vacant route will be filled with a substitute driver until the general meeting is held.
- B. At the general meeting, a regular driver who wishes to drive more than their present assignment will be given first opportunity to fill the vacancy based on his/her seniority in the association. Once the general meeting is complete, no driver shall change his/her awarded run/route.
- C. If no regular driver is available or interested in driving, a substitute driver will be assigned based on his/her seniority.
- 14.3 No leave of absence shall be granted in excess of one (1) school year.
- 14.4 If a regular driver is granted a leave of absence of ninety (90) days or more, the vacancy will be posted for bids as noted in Article X. Regular drivers on approved leave of ninety (90) days or more shall be awarded, upon return, the route of the regular driver with the least seniority. The Employer and the Association may agree (in unusual or extenuating circumstances and upon the written request of the regular driver) to disregard Sections 14.2 and 14.4 and to extend a regular driver's leave of absence more than ninety days and continue to fill the temporary vacancy with the current driver awarded the temporary route. In such cases, the agreements must be made in writing between the Employer and the Association and signed by the authorized representatives of each. Each party shall have the right to enter into or refuse to enter into such an agreement in regard to any regular driver, and such agreement or refusals to agree shall not be precedent setting or subject to the grievance procedure as outlined elsewhere in this Contract.
- 14.5 Leaves of absence for substitute drivers may be granted on an individual basis at the discretion of the Superintendent or his/her designee without pay or benefits.

- 14.6 Except for leaves of absence of less than one (1) day in length, all requests for leaves of absence from regular drivers or substitute drivers must be made in writing to the Superintendent or his/her designee. Written requests for leaves of absence to the Superintendent or his/her designee must be made at least forty-eight (48) hours in advance except in emergency. When known in advance requests for leaves of absence for less than one (1) day need to be made to the Transportation Supervisor and approved or denied by the Transportation Supervisor. Approval of such requests by the Transportation Supervisor will be made only if a qualified substitute driver is available.
- 14.7 Regular drivers are responsible to record the name of the substitute driver, to be used in their place, in the supervisor's date book. If possible, the supervisor will inform the regular driver in advance if there is a need to change the substitute driver for the route.
- 14.8 If a regular driver is on workers' compensation leave of absence for ninety (90) working days or more, the temporary vacancy will be posted for bid as noted in Article X. When the driver on workers' compensation returns to work he/she will have the right to return to the same position held before the leave of absence. Drivers involved with the workers' compensation leave of absence would return back to their regular driving position. The driver left without a position would be placed on the driver substitute list.
- 14.9 On days when Allegan Public Schools is not in session, but ISD programs are running, drivers may take an unpaid leave with no charge to sick/personal time, provided a substitute is available.

ARTICLE XV

Subcontracting

- 15.1 The parties recognize the Employer's obligation to the public to maintain and preserve at a reasonable cost the transportation program of the district. Accordingly, nothing in this Agreement shall limit the right of the Employer to use such equipment, techniques, and procedures as it deems necessary, or to contract or subcontract work as the Employer may determine to be in the best interest of the public, provided, however, that the Employer shall not exercise such right for the express purpose of undermining the Association or discriminating against Association members.
- 15.2 If no Allegan Public School bus driver is available the Employer may assign an out of district driver to a regular or extra trip on a school bus only if the driver is a qualified school bus driver.

ARTICLE XVI

General

- 16.1 The Employer agrees to provide a bulletin board, not smaller than two by three feet, to carry Association announcements, notice of meetings, results of Association elections, notices pertaining to nominations and elections. This bulletin board will be used by the Association only for the above purposes.
- 16.2 It shall be the responsibility of each employee to meet all State of Michigan requirements for school bus drivers, and to maintain the minimum State requirements for school bus drivers at all times during their employment.
- 16.3 An employee shall be reimbursed for the cost of a commercial driver's license upon the presentation of a receipt for same to the Business Office. An employee shall also be reimbursed for the cost of road testing. New drivers' road testing fees will be reimbursed after they have driven for Allegan Public Schools a minimum of one year.

- 16.4 When an employee is authorized to use his/her personal vehicle to perform business as directed by the Employer, the employee will be reimbursed at the prevailing school district rate, provided that a mileage record is submitted to the Employer in accordance with procedures established by the Employer.
- 16.5 With prior approval, the Association shall have the right to use school building facilities for meetings on the same basis as civic organizations are allowed to use school district facilities for meetings.
- 16.6 An employee will be paid at his/her regular hourly rate for required attendance of the Michigan School Bus Drivers Safety Education Course and other mandatory functions, provided the employee completes the minimum training requirements.
- 16.7 No person shall be permitted to operate an Allegan Public Schools vehicle if that person's driving record fails to meet the requirements of the Michigan Essential Insurance Act for standard automobile insurance.
- 16.8 Drivers will receive 3 hours of their regular hourly rate for completing route maps and student lists for regular runs and 1 ½ hours regular hourly pay for completing kindergarten runs within the first 10 work days of school.
- 16.9 Employees shall be granted time off with pay when required to serve as a juror during a regular scheduled workday. The pay of the employee shall not be interrupted. Jury duty pay received by the employee shall be remitted to the employer. Compensation for mileage reimbursement may be retained by the employee

ARTICLE XVII
Inclement weather

- 17.1 A regular driver will receive pro-rated pay up to a maximum of eight (8) hours for each inclement weather day when school is not in session during the school year, provided the regular driver drove his/her regular run the previous work day. For the school year, any emergency or inclement weather closing days which are required by the Michigan Department of Public Instruction to be rescheduled, will not qualify for pay as an inclement weather day, but instead will be rescheduled as paid work days. A regular driver who is available to work, or on a paid leave, either the day before or the day after the inclement weather day, shall qualify for this benefit.
- 17.2 A driver will be paid one (1) hour at the regular pay rate if school has been closed and the driver was not notified prior to 5:35 a.m. and arrives at the Bus Garage.
- 17.3 The regular driver is responsible to contact his/her sub on an inclement weather day and to contact the next person designated on the Emergency Notification Notice list.

ARTICLE XVIII
Insurance

- 18.1 The employer will pay 93% of the hospitalization insurance premium for member and/or full family, equivalent to MESSA Choices II with a \$10/\$20 prescription card, \$20.00 Office Visit and \$200/\$400 in network deductible for an employee who works a minimum of forty (40) hours per week and for fifty-two (52) weeks per year. Beginning July 1, 2012, the employer will pay 91% of the hospitalization insurance premium, as described above. The employer will name the carrier. The district will prefund 100% of the in-network deductible for 2010 and 50% of the in-network deductible thereafter. Full family dental and vision will also be available. All employees hired on or after 7/1/06 will be eligible for "Employee Only" health insurance benefits only. Regular drivers with member and/or full family hospitalization, who are working less than eight (8) hours per day and less than forty (40) hours per week, will have their year-round insurance premium benefit paid on a pro-rated basis. Proration will be calculated on fifteen (15) minute

increments (i.e.-A driver working 5.5 hrs.=5.5 hr. proration; a driver working 5.62 hrs.=5.75 hr. proration). The employee's share of any required premium will be deducted from the employee's pay check each month. The employee will be responsible to pay the premium directly to the Business Office during the summer vacation period when the employee is not working.

- 18.2 Any regular driver who does not desire the insurance coverage above, or who is covered elsewhere, will receive a cash payment equal to \$12.50 an hour on a daily average basis, to a maximum of \$100.00 a month (which includes FICA) for regular runs, which the employee may choose to invest via payroll deduction. A kindergarten run will be considered as a run and will apply to this benefit. The benefit will be based on 12 months of employment.
- 18.3 The Employer will make available without cost to each employee who is employed as a regular employee, (and the employee's eligible dependents) dental care insurance, equivalent to MESSA Delta Dental Plan C, Class I and II (80/80 co-pay). The Employer will name the carrier.
- 18.4 The Employer shall provide all regular employees a comprehensive optical insurance plan equivalent to that provided to other support units of the District without cost to the Employees.
- 18.5 Individual employees must assume the responsibility of signing up to receive vision, dental and/or cash option as none of these benefits are automatic. Marriage, childbirth, death, or any other change in the employee's family should be brought to the immediate attention of the Business Office for purposes of keeping insurance coverage current. Employees must sign up for insurance coverage during the first month of employment or during the open enrollment each year, presently in September.
- 18.6 The aforementioned insurance benefits are subject to the following limitations and conditions:
 - a. Spouse and/or dependent benefits shall not be paid if such benefits duplicate or are substantially equivalent to those to which spouse and/or dependent is enrolled in under any other group insurance plan. It is the intention of the parties of this Agreement that no employee shall have double coverage that has no reasonable benefit to the insured.
 - b. The Employer's contribution to the above insurance shall terminate at the end of the calendar month in which the employee's employment terminates.

ARTICLE XIX

Health and Welfare

- 19.1 Any physical examination an employee is required to take, as a job requisite, must have approval from the Superintendent or his/her designee. The cost of such physical examination shall be at the expense of the Employer. The employee shall be paid one (1) hour of his/her regular hourly wage.
- 19.2 Any injury sustained by students or employees must be reported immediately to the Transportation Supervisor. A written follow-up injury report by the driver is mandatory. Such report is to be completed within twenty-four (24) hours after the injury.
- 19.3 All drivers shall observe all traffic laws and reasonable safety rules and shall use such safety devices or equipment as provided by the Employer and as required by law.
- 19.4 All employees under this contract are subject to drug testing at the request and at the expense of the employer. The employee will be paid one (1) hour of his/her regular hourly wage.

ARTICLE XX

Overtime

- 20.1 Employees will be paid time and one-half for authorized hours worked beyond forty (40) hours per week. Employees may not work hours beyond the normal workday or workweek without prior authorization. Paid sick leave, funeral leave, holiday leave, vacation leave, leave of absence, or inclement weather days are not considered hours worked when computing overtime pay.

ARTICLE XXI

Extra Trips

- 21.1 Drivers shall not be paid less than one (1) hour's wages for any extra trip.
- 21.2 Regular and substitute drivers may not sign up for more than two (2) extra trips in any one-day. Drivers may drive as many extra trips during any one-day as previously authorized or assigned. Substitute drivers must wait twenty-four (24) hours after an extra trip has been posted before they may sign up for the run. In the event that a driver wishes to have his/her name removed from a trip, prior approval must be given by the supervisor and the trip is to be reposted and redated when possible. This will give regular drivers the opportunity to sign up first.
- 21.3 If no regular or substitute driver has signed up for an extra trip, the Transportation Supervisor shall assign a driver to the extra trip. When a regular driver has been assigned by the Transportation Supervisor to drive an extra trip (because no regular or substitute driver had signed up for the extra trip), the regular driver shall be compensated for the extra trip at his/her regular route rate for the first two hours of the extra trip assigned if the assignment requires the regular driver to give up his/her regular run that day.
- 21.4 When assigning extra trips, the Transportation Supervisor shall first assign from the Substitute Driver List. If no substitute drivers are available, regular drivers will be assigned an extra trip beginning in reverse order of seniority and continuing up the seniority list in reverse order. No regular driver shall be assigned more than one (1) extra trip each year until all regular drivers have been assigned an extra trip.
- 21.5 Extra trips shall be defined as those trips that do not involve the transportation of children between their home and the school or the school and their home in a school bus except for regularly scheduled daily and/or weekly trips (i.e. Voc. Trip, SPED, etc.).
- 21.6 When the means of transportation for an extra trip is changed from a bus to a other transportation, and the trip had been posted and signed by a driver, he/she will be paid the scheduled driving time of the trip if the driver receives less than five (5) working-day notice of the change in transportation. This condition does not apply to cancelled extra trips.
- 21.7 An extra trip of 3 hours or more=1 meal; 6 hours or more=2 meals; 9 hours or more=3 meals; to a maximum of three (3) meals per day, which will be compensated at \$8.50 per meal, reimbursed through payroll less normal deductions.
- 21.8 When an extra trip is cancelled with less than a one (1) hour notice the driver will be paid the time lost, at regular pay, for the original regular run. If a regular run was not lost due to the extra trip, the driver will receive two (2) hours of extra trip pay.
- 21.9 On one-way extra trips, the driver (regular or substitute) will receive a minimum of one (1) hour of regular pay; any remaining time will be paid at the extra trip rate.
- 21.10 When a multiple bus trip is reduced in number(s), the driver(s) with the least seniority will forfeit the trip.

ARTICLE XXII
Paid Holidays

- 22.1 The following days are to be reimbursed as paid holidays for regular drivers:
- a. Labor Day
 - b. Thanksgiving Day
 - c. Friday after Thanksgiving Day
 - d. Christmas Eve
 - e. Christmas Day
 - f. New Year's Eve Day
 - g. New Year's Day
 - h. Good Friday
 - i. Memorial Day
- 22.2 To be eligible for holiday pay, the regular driver must:
- a. Have been employed thirty (30) calendar days prior to the holiday and
 - b. Have worked the scheduled work day before and after the holiday (unless the employee is on an approved sick leave day).
- 22.3 Regular driver pay for the above holidays shall equal the amount an employee would have earned on a normal work day (exclusive of extra trips) as indicated in Section 12.7 of this Contract.
- 22.4 On scheduled half (1/2) days of school, drivers may stay punched in between pick-up and return runs, or may be requested to by the Transportation Supervisor. Drivers who stay punched in may be requested to do other job duties by the Transportation Supervisor. A paid 45 minute meal break is allowed if the driver stays punched in for the entire time between runs. On ½ days drivers with mid-day runs shall not receive less than their regular pay up to eight (8) hours.
- 22.5 In the event it is necessary for an employee to work on any of the above holidays, the employee will receive time-and-one-half his/her normal hourly rate for all hours worked in addition to his/her holiday pay.

ARTICLE XXIII
Retirement

- 23.1 The Employer will pay the mandatory retirement cost for each employee.
- 23.2 Employees who reach their 70th birthday before June 30 of any school year may be retired on June 30 of that school year. The Board of Education may extend the length of service of an employee beyond the retirement age on a year-to-year basis if it feels that it is in the best interest of the school and the employee, and if the employee makes such a request in writing to the Employer prior to April 1st of the school year in which the employee reaches his/her 70th birthday.

ARTICLE XXIV
Duration of Agreement

- 24.1 The provisions of this Contract shall become effective upon ratification of a majority of the Board of Education of Allegan Public Schools and of the membership of the Allegan Bus Drivers Association, and shall continue in effect through the 30th day of June, 2013.

ARTICLE XXV
Salary Schedule

25.1 Hourly rates for regular drivers transporting children between home and school and between school and home on a regularly scheduled run (single run or double run) shall be as follows:

	Sub. Wage/Beginning	After 60 Days	After 1 year	After 2 years	After 3 years	After 4-7 years	After 8-11 years	After 12 years
2011-2012	\$12.20	\$12.50	\$13.12	\$13.79	\$15.34	\$16.48	\$16.58	\$16.70

The Board and the Association mutually agree that the 2012-2013 Salary Schedule shall be increased by a maximum of two (2%) percent based only on the following factors:

1. The 2011-12 General Fund Budget allocated for the total of the bus drivers salaries, Board's MPERS retirement contributions, FICA, and Workers Compensations costs shall be divided by the total 2011-2012 General Fund Budget to determine the percentage used in calculating any increase in the salary schedule. (For example, if the total of the bus drivers' salary, retirement, FICA, and Workers Compensation costs equals \$440,000 and the General Fund Budget is \$22,000,000, then the percentage is 2% allocated to the bus drivers).
2. The salary schedule increase shall be based on additional General Fund revenue from the following sources:
 - a. An increase in state aid (i.e. increase in the Student Foundation Grant [SFG] calculated on FTE student numbers).
 - b. An increase in the 2012-2013 student enrollment (blended count based on February 2011 and September 2012).
 - c. An increase in other state funding sources, excluding any federal economic recovery funding for the 2012-2013 year only.
3. Any increase as noted above in number 2 shall be multiplied by the percentage determined in number 1 above to result in the additional funds available to increase the salary schedule. (For example, if there are 20 additional students enrolled in 2012 and the SFG is \$7,316 this would equal \$146,320. Using the example of 2%, there would be \$2,926 to be allocated to the bus drivers' salary schedule improvement.
4. The above increase would be calculated in May of 2013 with retro-compensation being paid by the last check in June, 2013. Calculation in May will provide for accurate State funding that was not reduced by any proration of State aid between October, 2012 and May, 2013.
5. The Board shall provide to the union the above calculations by May 31, 2013.

25.2 Substitute bus drivers will be given one-half (1/2) of the salary credit time they have earned as a substitute bus driver when they become a regular driver. This date will now become the driver's anniversary date for salary only.

25.3 All mid-day runs shall be paid according to the hourly regular run rate of the driver, plus \$3.00 per run. No regular or mid-day runs shall be paid at less than one (1) hour per run. During the first week of mid-day runs it is permitted to have a helper who will be paid at their regular hourly rate.

25.4 Each regular driver is expected to clean up and fuel his/her bus each day. If a driver has no lay-over time between runs during the day, a driver may be allowed up to ten (10) minutes to clean up and fuel his/her bus before punching out. Clean-up and fuel time shall be defined as cleaning the interior of the bus, fueling the bus, checking all exterior light lenses, cleaning the windshield, the rear glass, the mirrors, checking for vandalism, and checking for lost items.

25.5 Hourly pay for extra trips, will be computed from departure to return to the Bus Garage, when they do not conflict with a regular run, shall be \$10.75 per hour. Extra trips that conflict with scheduled runs will be paid at the driver's regular hourly rate for the first two (2) hours. The remaining hours of such a trip will be paid at extra trip pay.

- 25.6 When an extra trip is for an extended time of more than one (1) day, the driver will be paid for only six (6) hours each day the driver is required to drive the bus, or from the actual beginning time to the ending time the driver is required to drive the bus each day, whichever is greater.
- 25.7 As representatives of the Allegan Public Schools, all regular drivers will receive new jackets purchased by the school with the school name and transportation logo every two (2) years to represent our department in a positive manner.
- 25.8 When an opening for an Allegan Public School Bus Driver Trainer becomes available, the position must be posted. Drivers must meet the qualifications and/or testing set by administration/supervisor of transportation. Positions will be awarded on a seniority basis to those drivers who meet the above qualifications. Drivers must also drive an AM and/or PM run on a regular basis.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS Agreement to be executed by their duly-authorized representatives as of this 14th day of March, 2011.

EMPLOYER:
ALLEGAN PUBLIC SCHOOLS
COUNTY OF ALLEGAN, ALLEGAN, MICHIGAN

BY: *Kevin R. Harrison*

Its SUPERINTENDENT

ASSOCIATION:
ALLEGAN BUS DRIVERS ASSOCIATION
COUNTY OF ALLEGAN, ALLEGAN, MICHIGAN

BY: *John A. Coak*

Its ASSOCIATION REP