

**AGREEMENT BETWEEN
MANISTEE AREA PUBLIC SCHOOLS
AND
MANISTEE SCHOOL BUS DRIVERS**

The Board of Education and Bus Drivers have reached the following agreement with respect to hours, wages, and other working conditions:

ARTICLE I

Duration - The effective date of this agreement shall be August 25, 2023, and shall remain in effect until the conversion to Dean Transportation.

ARTICLE II

Association - Drivers may join or not join the Association at the driver's option.

ARTICLE III

Paid Sick Leave

- A. All bargaining unit employees shall be provided with ten (10) days of paid sick leave at the beginning of July 1 - the start of the "benefit year." A day of sick leave shall be based on the employee's regularly-scheduled daily hours. During the first year of employment starting July 1, he/she shall be granted the ten (10) days immediately upon employment with the understanding that, should the employee leave the employment of the School District before completing a full year and use more than his/her earned prorated sick leave (one day per month), then the Employer shall deduct the excess sick days used from the final paycheck. For employees hired during a benefit year, the District will prorate the paid medical leave that is provided under this subsection. Accrued paid sick leave may be used in one-half (½) day increments. Sick leave may be accumulated to a total of eighty (80) days. If requested by the Employer to provide supporting documentation, an employee will have at least three (3) work days to provide the requested documentation.
- B. Paid sick leave may be taken for the following reasons:
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 a family member of the eligible

employee. (Employee's family member includes biological, adopted or foster child, stepchild or legal ward, or a child to whom the eligible employee stands in loco parentis; a biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an eligible employee or an employee's spouse or an individual who stood in loco parentis when the eligible employee was a minor child; grandparent; grandchild; a biological, foster or adopted sibling. When there are two individuals that live together for a number of years, they will be covered by the above definition of spouse.)

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 by order of a public official due to a public emergency.
- C. Two days of sick leave can be used in addition to the funeral day allowed in Article VI in the event of the death of the employee's wife or husband, son, daughter, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, or relatives who are a permanent part of the employee's home. In addition, the Board may grant leave allowance for another person's death upon request by an employee.
- D. Absence necessary by exposure to a contagious disease in which the health of others would be endangered.
- E. As an attendance Incentive a payment of up to \$500.00 will be paid to each driver who has perfect attendance for the school year. Perfect attendance shall be monitored and awarded within two (2) periods. Funeral, jury and court subpoena are not counted as absences.
- 1st Semester Measurement Period = \$200.00
 - 2nd Semester Measurement Period = \$200.00
- An employee earning perfect attendance in both measurement periods shall receive an additional \$100.00. An employee with one full absence or less in a measurement period is eligible for an Outstanding Attendance incentive of \$50.00 per measurement period. An employee with perfect attendance at the time Dean Transportation formally takes over the employment of drivers shall receive an incentive of not less than \$250. An employee with one full absence or less at the time Dean Transportation formally takes over the employment of drivers shall receive an incentive of not less than \$50.
- H. Sick days shall not be charged to employees who are on extended leave for illness reasons on unscheduled workdays (school vacation periods/holidays).

ARTICLE IV

Severance Pay - Should a bus driver terminate his/her employment after five (5) years or more from his/her last date of hire as a regularly-scheduled driver, he/she will be eligible to draw pay for thirty (30) percent of unused sick days at his/her regular hourly rate. After ten (10) years, he/she will be eligible to draw forty (40) percent of unused sick days at his/her regular hourly rate. After fifteen (15) years, he/she will be eligible to draw pay for fifty (50) percent of unused sick days at his/her regular hourly rate. Regular hourly rate pertains to the wage rate in effect at the time of termination. The daily number of hours for which the terminated employee will be paid shall be determined by mutual agreement between the Administration and the representatives of the Bus Driver Association reflecting, to the extent possible, the average number of regular daily hours worked during the driver's employment.

Any employee hired after November 30, 2007, shall not be entitled to severance pay for unpaid sick days. However, those drivers hired after November 30, 2007 who apply by Sept 15, 2023 to operate MAPS buses through employment with Dean Transportation shall receive a severance of \$500.

Any employee terminating his/her employment in bad standing with the School District shall not be allowed severance pay.

ARTICLE V

Personal Leave - Full-time/regular route drivers shall be entitled to two (2) personal leave days to be used at the discretion of the driver. Personal days must be approved by the Transportation Supervisor and may be denied if granting said request would disrupt the operation of the District. Personal days can be accumulated to a maximum of six (6) available in a school year. Drivers in good standing will be paid their regular daily compensation for unused personal days at the time Dean Transportation formally takes over the employment of drivers.

ARTICLE VI

Funeral Day - One (1) paid funeral day per year for close friend or someone who is defined under sick leave - Article III, C, page 2.

ARTICLE VII

Jury Duty - Paid leave of absence will be granted for jury duty. Any compensation received by the employee for jury duty shall be reported to the Board to offset wages paid.

ARTICLE VIII

Unpaid Leaves of Absence

- A. Unpaid leaves of absence may be granted by the Board upon written request of the employee. Insurance benefits shall not be paid by the Board except in cases of leaves of ten (10) working days or less unless required by law. During the leave period, the employee shall retain, but not accrue, additional seniority or leave days. The employee shall have the right to return to his/her original position in the case of leaves of forty (40) or less continuous working days or the first available position in the case of leaves of more than forty (40) working days.
- B. An employee, in case of extended illness, may be granted upon written request, a leave of absence of up to three (3) months without pay. Insurance benefits shall be continued by the Board for a period not to exceed three (3) months unless required by law.
- C. Leave under the Family Medical Leave Act shall run concurrently with any other leave for a serious medical condition.

ARTICLE IX

Legal Counsel

The Board will provide legal counsel and assistance in defense of drivers for legal action initiated against them while performing, in good faith, the duties or responsibilities required of the position. The Board shall not be responsible for the defense of any driver who knowingly and willingly is in violation of law, Board Policy, Department of Transportation rule or regulation, or State Department of Education rules and regulations.

ARTICLE X

Seniority

- A. New employees hired in the unit shall be considered probationary employees for the first calendar year of their employment. If the employee successfully completes the probationary period, he/she shall be entered on the seniority list as of the day he/she was hired. An employee shall lose his/her seniority for the following reasons:
 - 1. He/she quits
 - 2. He/she is discharged
 - 3. If he/she does not return to work when recalled from lay-off.
 - 4. If he/she does not return to work from sick leave or a leave of absence.
 - 5. If he/she is absent for five consecutive working days without notifying the employer. In proper cases, exceptions can be made.
 - 6. He/she fails to maintain licensing or certification required by law, or job requirement, subject to Article XIX (Article 19).

- B. Employees returning to work after having lost their seniority shall have a new seniority date as of the date of rehire.
- C. A driver who has one year or more experience driving for a district, transportation company or in an employment capacity during the last five years, will start at the second step upon hire.
- D. Lay-off shall be done on the basis of seniority with the driver with the least seniority to be the first laid off. Reassignments caused by lay-off shall be done on the basis of seniority.
- E. Senior drivers whose hours are reduced by two (2) hours or more per day, may bump the driver with the least seniority whose hours are equal to or greater than the senior driver's hours prior to reduction. Such bumping shall be made within ten (10) working days of the time the driver is notified of a reduction in driving time. The request for bumping shall be submitted through the driver's Bus Committee for review.

ARTICLE XI

Job Vacancy - Any regular job vacancy shall be posted for five (5) working days before being assigned to a driver. Seniority shall prevail. No bumping will be allowed.

ARTICLE XII

Weather Alerts - When severe weather or other emergency conditions exist, the Administration may call and/or announce over the radio for bus drivers to report to the bus garage. Drivers are to report to the garage immediately and await instructions as to when the students are to be sent home.

ARTICLE XIII

Substitutes - Substitute drivers shall not be eligible for benefits (hospitalization, vacation, holidays). Retired Manistee Area Public Schools' bus drivers who continue to drive on a substitute basis shall be paid at the rate they received when they retired, or the fifth (5th) year rate, whichever is greater.

ARTICLE XIV

Summer Driving - Sick leave and holiday benefits shall not be available for driving during the summer programs except if the 4th of July falls on a working day, then drivers shall be paid the holiday pay.

ARTICLE XV

Grievance Procedure

- A. Any bus driver, believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement relating to wages, hours, terms, or conditions of employment, may within ten (10) days of incident resulting in the alleged violation, file a grievance using the following procedures:
1. **Level I** A bus driver with a grievance shall discuss it first with the Bus Supervisor, individually, or together with his Bus Committee representative.
 2. **Level II** In the event the aggrieved employee is not satisfied with the disposition of his/her grievance at Level I, or if no decision has been rendered within five (5) working days after presentation of the grievance, he/she may submit the grievance in writing to the Bus Committee. The written grievance shall state specifically the nature of the alleged violation, the provision of the agreement allegedly violated, and the resolution being sought. If the Bus Committee decides there is a legitimate grievance, they shall, within five (5) working days of its receipt, process the written grievance with the Superintendent or his/her designee.
 3. **Level III** In the event the aggrieved employee is not satisfied with the disposition of his/her grievance at level II, or if no decision is rendered within five (5) days, he/she may refer the grievance within five working (5) days to the Superintendent of the School District or his/her designee for review. The Superintendent or designee shall within five (5) working days proceed to review the grievance and render a decision as to a solution.
 4. **Level IV** In the event the grievance is not satisfactorily resolved at Level III; the grievance within five (5) working days may be transmitted to the Michigan Employment Relations Commission for review and mediation.
 5. **Level V** Grievances unresolved by Level IV may be submitted for binding arbitration through filing a demand for arbitration with the American Arbitration Association within fourteen (14) calendar days of the Level IV mediation.
- B. Failure to appeal within the above time limits shall be deemed acceptance of the decision and any grievance may be withdrawn at any level without prejudice or record. Each prior level must be completed before a subsequent level is pursued. The time limits indicated at each level may be mutually waived by the parties if said waiver is in writing.
- C. The arbitrator shall have no authority to add to, subtract from, disregard, alter, or modify any provision or Article of this Agreement.

ARTICLE XVI

Traffic Violation - Any bus driver who has attained seven (7) points on his/her driver's license or loses his/her commercial driver's license (CDL) shall be automatically suspended without pay until such time as the point accumulation shall return to a level under seven (7) points or he/she regains his/her CDL. In the event the period of suspension is less than three (3) months, the driver shall be allowed to return to the

position he/she vacated as a result of the suspension. If the period of suspension is in excess of three (3) months, the suspended driver shall be eligible to return to the first available position. Seniority shall be frozen during the period of suspension. Any driver who has a pending charge of driving under the influence of alcohol or other non-prescribed controlled substance shall likewise be suspended without pay until such charges have been officially dropped, if contested.

ARTICLE XVII

Bus Accidents - Any accident involving a school bus shall be handled according to the Manistee Area Public Schools' Policy concerning bus accidents adopted by the Manistee Area Public School Board of Education.

ARTICLE XVIII

Meal Allowance for Trips (Excludes regular routes) - A taxable meal allowance for necessary meals on bus trips will be paid according to the following schedule:

Breakfast	\$5.00
Lunch	\$7.00
Dinner	\$9.00

The applicable allowance shall be added to the driver's time sheet and included in the corresponding pay period. Meal allowances will not be paid for trips less than three (3) hours in length (round trip from the bus garage) or within the District boundaries.

ARTICLE XIX

Commercial Drivers Licenses - The Board shall reimburse bus drivers for the cost of required CDL licenses.

ARTICLE XX

Holidays & Vacations - Bus Drivers shall report for work on the same days as Teachers and shall receive their regular compensation (e.g. five [5] hours a day x five [5] days a week) from the first day of school through the last day of school (excluding weekends). The number of paid days when school is not in session shall not exceed nineteen (19) days in any school year. In the event that a school calendar creates a situation where there are greater than nineteen (19) days not in session between the first and last day of the school year, driver compensation will be reduced during Christmas and/or Spring breaks.

ARTICLE XXI

Emergency Closings - Bus Drivers shall receive their regular compensation for snow days not required to be made up.

ARTICLE XXII

In-Service Days - Drivers report for scheduled in-service days for educational training and planning that pertain to their job.

ARTICLE XXIII

Regular Run Time Allowance

- A. The allowance time for each bus run shall be determined by the Business Manager working in conjunction with the Transportation Supervisor.
- B. Warm-up and clean-up is expected to be part of the driver's daily job. Buses should be washed as least weekly as weather permits.
- C. Drivers shall be paid on an hourly basis for time worked with the following special provisions:
 - 1. All regular morning and afternoon runs will be compensated at a minimum of two and one half (2 1/2) hours. If a situation occurs where a short shuttle run is needed, special negotiations apply.
 - 2. Time allotted for each run shall be determined annually by the end of September. Such time allotments are subject to adjustment due to required route changes during the school year.
 - 3. Time allowance for vocational runs shall be determined at the beginning of each semester by the Transportation Supervisor in consultation with the driver and the Business Manager. Such allotments shall be subject to adjustment as conditions change throughout the year.

ARTICLE XIV

Special Trips

- A. If a driver is called to drive a trip that would be an interruption to his/her non-scheduled time, he/she shall be paid a minimum of one and one half (1 ½) hours. If the trip is simply an extension of his/her a.m. or p.m. driving time, he/she shall only be paid for the additional time worked. If a field trip is canceled and the driver is not notified in advance, he/she shall be paid the minimum.
- B. Field trips are to be paid from the time of departure from the bus garage until return to the bus garage plus clean-up time. Drivers may be requested to assist in chaperoning duties, if needed. The regular rate of pay shall be paid for both driving and lay-over time, but lay-over time shall not be counted as hours of work as related to overtime pay rate considerations.
- C. When an out-of-town trip is canceled after a driver reports for the assignment, he/she will be reimbursed for the time missed on his/her regular runs if he/she misses his/her regular runs. If an out-of-town trip scheduled for the weekend is canceled less than three (3) days

prior to the trip due to a private firm transporting that trip, that driver assigned that trip will receive three (3) hours of pay at his/her regular rate.

- D. Drivers shall not be eligible for "extra trips" until they have accumulated a minimum of one hundred (100) hours of driving time. Eligibility shall also be contingent upon a substitute's availability to substitute on a regular basis for any daily run.
1. Award trips to regular drivers first.
 2. Trips will be awarded to the driver signing with the least number of trip hours.
 3. Regular run hours will be deducted from the trip hours, and in the case of the mechanic driving a trip, his regular run hours will be deducted from the trip hours for the sake of posting, and keeping trip hours relatively equal.
 4. If a driver has been awarded a trip and cannot take the trip, it will then be awarded to the person with the least number of trip hours, who has signed for the trip.
 5. Trips need to be assigned three (3) days in advance of the trip.
 6. There will be no trading of trips between the drivers.
 7. If no driver with a regular run has signed for a trip, it may be given to a substitute driver.
 8. Trips will be zeroed quarterly.
 9. In case of an emergency, the Transportation Supervisor will use his/her best judgment in assigning a trip.
- E. Drivers will be eligible to receive a full school year pass to all athletic events, at no cost to the drivers.

ARTICLE XXV

Driver Education Classes - Drivers shall be paid at their current rate for required hours of driver education instruction. Upon completion of all driver certification requirements, new drivers shall be paid the regular hourly driving rate for required time spent on the job learning routes as approved by the Transportation Supervisor. A driver, who voluntarily wishes to become familiar with other routes in order to increase their capabilities to substitute, shall be compensated at the minimum wage rate, if approved by the Transportation Supervisor.

ARTICLE XXVI

Wage Schedule (Note: MCL 423.215b – any wage step or increase applies prospectively only)

	2023-24
1st year	17.25
2nd year	17.50
3rd year	17.75
4th year	18.00
5th year	18.25
10th year	18.35
15th year	18.45
20th year	18.55
25th year	18.65
30th year	18.75

ARTICLE XXVII

Fringe Benefits

- A. The Board will provide to those drivers with a regular schedule of five (5) hours or more per day, single subscriber insurance coverage for health, vision, and dental as outlined below.
 - 1. Manistee Area Public Schools HMO 80% Priority Health HSA, HMO 70% Priority Health HSA or POS 80% Priority Health HSA. Refer to the current Benefit Summary document for coverage specifics.
 - 2. SET ADN Dental, 100% Preventative/80% Basic and 50% Major and Orthodontic services with no deductible. Refer to the current Benefit Summary document for coverage specifics.
 - 3. EyeMed Vision with \$80.00 frame allowance. Refer to the current Benefit Summary document for coverage specifics.

- B. The Employer and bargaining unit agree to modify the current coverage if a mutually-agreeable alternative is found. Any employee so eligible may elect self/spouse or full family coverage subject to the caps outlined in the chart below.

- C. Drivers with a regular schedule of five (5) hours or more per day may waive insurance coverage in item a above and receive a payment in lieu of insurance in the amount of \$1,500.00 per year.

Employer Contribution for Monthly Health Insurance Premium

	Drivers with 5 hours or more per day	Drivers with regular schedule of 40 or more hours per week
Single Subscriber	586.00	586.00
Self/Spouse	1,172.00	1,245.00
Full Family	1,172.00	1,245.00

Note: Health insurance employer contributions cannot exceed the statutory cap specified by 2011 Public Act 152.

- D. The Board shall provide \$5,000 life insurance for all drivers whose regularly-assigned runs total a minimum of three (3) hours. Life insurance included in basic health plans shall count towards the stipulated \$5,000.
- E. First aid class offered at the District's expense.
- F. Employees shall be reimbursed up to \$110 for DOT physicals required by law, if not covered by their insurance.

ARTICLE XXVIII

The Board agrees to resume negotiations with the Bus Drivers' Association on a successor agreement at the request of the Association.

ARTICLE XXIX

In the event of a countywide consolidation of school transportation services, the terms and conditions of this Agreement shall remain in effect for Manistee Area Public Schools' bus drivers until its expiration, unless altered by mutual agreement.

ARTICLE XXX

An emergency manager appointed under the local government and School District Fiscal Accountability Act may reject, modify or terminate the collective bargaining agreement as provided within the local government and School District Fiscal Accountability Act.

SIGNATURES

BUS DRIVERS' ASSOCIATION

Signature: Mary Ann Date: 8-25-2023

Signature: Ronald J. Stoneman Date: 8/25/2023

Signature: N/A Date: 8/25/2023

MANISTEE AREA PUBLIC SCHOOLS

Signature: Theresa Anderson
Theresa Anderson (Aug 28, 2023 16:17 EDT) Date: _____

Signature: Ronald J. Stoneman
Ronald J. Stoneman (Aug 29, 2023 09:12 EDT) Date: _____