

## SSAA Section 271 Letter of Agreement

In consideration of the mutual covenants below, this Letter of Agreement (LOA) is entered into by and between the Mason Transportation Association (Association) and the Mason Consolidated Schools (District) Board of Education (Board), concerning State funding available under State School Aid Act Section 271, MCL 388.16271 (section 271). This LOA is an amendment to the current collective bargaining agreement between the Association and the District, if any (CBA).

### Background:

1. Section 271 allocates one-time funding to districts to increase educator compensation.
2. The parties agree that all bargaining unit employees are “educators” as currently defined by section 271.
3. The parties have collectively bargained section 271 compensation and desire to distribute section 271 funds to the Association’s bargaining unit members pursuant to the provisions below. The parties agree that, by entering into this LOA, the District has satisfied its obligation to bargain section 271 funds.

### The Parties Agree:

1. Qualifying Criteria. The District will make a one-time payment from section 271 funds received by the District to each eligible bargaining unit member (Member) by March 10, 2026 (Payment Date). A member is eligible for payment if the member: (1) was employed by the District as of December 22, 2025;(2) remained employed and in good standing through the end of the first academic semester on January 22, 2026.
2. Payment Allocation. A member who is scheduled to work 30 or more hours per week will receive a one-time payment of \$904, less customary withholdings (including taxes and retirement contributions). Each member who is scheduled for less than 30 hours per week will receive a one-time payment of \$678.
3. Liability Limitation. Grievances related to section 271 funds shall be limited to non-payment of section 271 funds under this LOA, as is consistent with the terms of this LOA. The Association shall not file or assist in any other claim (including an unfair labor practice charge or a court complaint) related to section 271 funds.
4. Recoupment. In the event of a verified overpayment of funds under this LOA, the bargaining unit member shall make prompt repayment to the District. In the event the bargaining unit member fails to make prompt repayment, then the District may payroll deduct the overpayment pursuant to the authority set forth in MCL 408.477.
5. Effective Date and Expiration. This LOA will be effective upon signature by both parties below. This LOA shall expire on September 30, 2026.

6. Board Approval. Notwithstanding anything to the contrary in this LOA, this LOA is contingent on the Board approving it before the Payment Date, as reflected in a Board resolution or Board meeting minutes.
7. Effect. This LOA shall not set a precedent and shall not be used as evidence of a policy or practice.

For the Board

Kelli Tuller

Signature

Kelli Tuller

Printed Name

Superintendent

Position

3/4/26

Date

For the Association

Mary Heck

Signature

Mary Heck

Printed Name

MEA President (Busdriver)

Position

3-4-26

Date



Mason Consolidated Board of Education  
and  
Mason Transportation Association  
Collective Bargaining Agreement

2024-2026



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## **ARTICLE 1: PURPOSE**

1. This Agreement is entered into by and between the Mason Consolidated Schools Board of Education, referred to as the “Board”, and the Mason Transportation Association MEA/NEA, referred to as the “Union”. The term “driver” whenever used shall apply to males and females alike.
2. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in the Agreement are mutual. Any previously adopted policy, rule, or regulations of the parties which contradicts an express provision of this Agreement shall be superseded and replaced by this Agreement.

## **ARTICLE 2: RECOGNITION**

1. The Board recognizes the Union as the sole and exclusive bargaining agent for all regular drivers excluding all supervisory and substitute drivers and all other employees of the Employer. Unless otherwise indicated, the term “employee” when used in this Agreement shall refer to all members of the bargaining unit represented by the Mason Transportation Association MEA/NEA, and only to such persons.
2. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee, as defined in Article II, Section 1, of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining and other lawful concerted activities or mutual aid and protection or refrain from such activities. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379, that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of their membership or non-membership in the Union, their participation or non-participation in any lawful activities of the Union, or collective professional negotiations with the Board, or their institution of any

grievance or proceeding under this Agreement with respect to any terms or conditions of employment. Each employee covered by this Agreement shall be provided a copy by the Union.

### **ARTICLE 3: UNION RIGHTS**

1. The Board agrees to furnish the Union, in response to reasonable requests, available public information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, tentative budgetary requirements including allocation board budgets, membership data, staff directories, salary schedules, and such other information that will assist the Union in development of intelligent, accurate, informed and constructive programs on behalf of its members.
2. The Union and its members shall have the right to use school building facilities, subject to Board policy and Administrative guidelines at all reasonable hours, for meetings, social meetings, and fundraising activities; this includes use of equipment necessary for the preparation and conduct of the Union's activities at no expense to the Board of Education.
3. Bulletin boards and other established media of building, intra-system, and school- community communication shall be made available to the Union and its members.
4. The Board shall provide five (5) school days per year of release time for the purpose of Union business. The Union shall pay for the cost of the substitute. The Union shall also pay the cost of the released driver's wages, FICA, insurance, and retirement contribution. The Union agrees to notify the Board no less than two (2) school days in advance of the taking of such release time.
5. An employee engaged during regular working hours in negotiating on behalf of the Union with any representative of the Board or participating in any professional grievance negotiation with any representative of the Board shall be released from regular duties without loss of salary. Negotiations will be conducted during non-

driving hours. The Board shall not pay the bargaining team for negotiations during regular non-driving hours.

6. The Board and Union pledge not to discriminate against any employee on the basis of race, sex, creed, national origin or ancestry, marital status, physical characteristics or disability or place of residence or union membership. Furthermore, The Board agrees that it will comply with the applicable provisions of the Americans with Disabilities Act.
7. The private and personal life of any employee is not within the appropriate concern or attention of the Employer, nor shall the employee's personal and private life be the subject of discipline, unless it has an adverse impact on the ability of the employee to perform their duties, violates board policy, or if a nexus is found between it and the School District.

#### **ARTICLE 4: BOARD'S RIGHTS**

The Board of Education reserves the sole right to administer the operations of the school system, including the day-to-day operation as required, to assure the effective control of personnel, and to accomplish appropriate use of the facilities, subject to the collective bargaining Agreement, state, and federal statutes.

The School District, on its own behalf, and on behalf of its electors, retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, the Revised School Code of 1995, and all other applicable laws, codes and regulations and any modifications made thereto.

Further, all rights which ordinarily vest in and are exercised by employers, except such as are relinquished herein, are reserved to and remain vested in the School District, including but without limiting the generality of the foregoing, the right:

- a. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools

and equipment to be used, and the discontinuance of any services, materials, or methods of operations;

- b. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- c. To determine the number, location, and type of facilities and installations;
- d. To determine the size of the work force and increase its size, subject to the limitations imposed by this Agreement;
- e. To hire and lay off employees;
- f. To direct the work force, assign work and determine the number of employees assigned to operations, subject to the limitations imposed by this Agreement;
- g. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications and determine the qualifications, therefore. However, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classifications and the establishment of wage rates for any new or changed classifications shall be the subject of collective bargaining;
- h. To determine lunch, rest periods and clean-up times;
- i. To discipline and discharge employees for just cause;
- j. Furthermore, the School District, as Employer, shall retain as management rights any and all powers and rights over wages, hours and other conditions of employment not abrogated in this Agreement;
- k. The School District retains the right to direct supervisory employees, non-bargaining unit employees, or other administrative personnel to perform bargaining unit duties normally performed by employees whenever, in the reasonable determination of the Board or its designated representative, such duties on a temporary basis are necessary to ensure continuity of essential

administrative or educational function of the School District. The performance of such duties shall not, however, result in the displacement or replacement of regular employees. The Employer shall not abridge any rights of employees as specifically provided for in this Agreement. The Union recognizes that this does not give them any rights not provided for in this Agreement or by State Law;

- l. To establish, maintain and enforce work rules relative to the job classifications covered by this Agreement;
- m. The Union shall be notified of all subcontracting of bargaining unit work in advance. However, such notification will not preclude the School District from exercising its rights under 1994 PA 112.

## **ARTICLE 5: WORKING CONDITIONS**

1. Both parties shall comply with all federal, state, and local laws and regulations pertaining to health and safety standards.
2. The District shall identify the immediate supervisor of the employees.
3. Bus Drivers shall follow DOT rules for breaks.
4. Substitute drivers will only be used for work when a regular driver is not available. If the District is unable to fill a Field Trip or Extra Work through the contract process, the District has the right to fill such run with a substitute driver.
5. During down time, the driver shall assist in the supervision of students when requested and as needed. Every effort shall be made to inform drivers of the need to supervise on the field/extra trip slip.
6. The term “days” when used in this Article shall mean workdays. Time limits may be extended by mutual written agreement.
7. The normal work year shall be consistent with break periods, holidays, and vacations as listed in this Agreement, subject to the bargaining of the work year with the School District.

8. The normal work week for all employees shall consist of a full week, Monday through Friday, except as may be interrupted by a school holiday, paid or unpaid leave, or other break pursuant to this Agreement.

## **ARTICLE 6: SAFETY/TRAINING REPORTING**

1. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The Board will provide adequate rest areas, lounges and restrooms for employees' use.
2. The Board shall support and assist employees with respect to the maintenance, control, and discipline of students on buses and when loading and unloading buses. The Board will take reasonable steps to address problems with students who are disruptive or who repeatedly violate rules and regulations. Employees may use such physical force with a student as is necessary to protect themselves, a fellow employee, or another student from attack, physical abuse or injury, or to prevent damage to District property. Nothing in this provision shall be construed to authorize any employee to violate federal or state law regarding student discipline.
3. The Board shall provide YEARLY without cost to the employee the following:
  - a. Approved first aid kits and materials in all buses and other areas, including lounge areas where employees are on duty or on standby duty and all safety equipment required by law;
  - b. Employees shall be provided appropriate training, as needed. Employees driving or seeking to drive special education runs, shall complete annual training coordinated by the District in order to be eligible for these runs.
4. It will be the administration's decision, in consultation with employees, as to whether a bus is fit for use. Employees will record a Daily Safety and Inspection report and submit such report to the Transportation Department at the end of each month. If a bus has a defect, which is reported on a work order, and such

defect is not remedied or repaired, said bus will be considered as unfit and unsafe for use from the date when the defect was first reported, so long as the defect is reasonably related to the safe operation of the vehicle. In such case, said bus will be removed from service until all necessary repairs have been completed.

5. An employee will not be suspended, discharged, reprimanded, or otherwise disciplined for legitimately refusing to drive a bus under the provisions of this Article. If an employee is cited by a law enforcement agency for bus defects or equipment failure, such employee shall not be subject to discipline if they have complied with the reasonable requirements of the Board pertaining to safety and maintenance, and the provisions of this Agreement.
6. Pre/post trip inspections will be made for all Transportation Runs/Field Trips/Extra Work by each employee on the bus they will drive.
7. Drivers shall accurately report fuel, mileage, state and district required reporting, and inspections on District-provided forms (paper and/or electronic). Failure to comply with this requirement may result in discipline.
8. Bus Drivers shall be in-serviced on Department of Transportation (DOT) rules and procedures for drug testing, to the extent required by law.
9. The Driver will be notified when the videotaping system is on the bus. When investigations are conducted regarding the behavior of a student(s), the bus driver shall be informed, unless notification is against state law or the district is directed by law enforcement to not share this information.
10. Driver trainers:
  - a. Shall be paid the current driving rate.
  - b. Bus Driver Trainers will consist of two (2) available positions, one (1) Trainer and one (1) Alternate Trainer.
  - c. All costs associated with becoming a certified Trainer will be assumed by the District.

- d. When a vacancy occurs within either of the Trainer positions, the District will notify the employees in the bargaining unit of the opening by posting for a period pursuant to Board Policy. If no employee has indicated an interest, or the Employer determines that no employee has the appropriate qualifications, the vacancy may be filled by outside hiring.
- e. The Trainer and Alternate Trainer shall have the right to replace either position upon vacancy. If either the Trainer or Alternate Trainer position remains vacant after both current employees exercise their right, the vacant position(s) shall be granted to the most senior employee.

### **ARTICLE 7: TRANSPORTATION RUNS**

1. All employees shall have the opportunity to bid on the following runs:
  - a. Regular Run: A Regular Run consists of two (2) routes in the a.m. and/or two (2) routes in the p.m.
  - b. Special Education Run: A Special Education Run is any route where only students with an IEP indicates the need for specialized school transportation. The Superintendent of Schools may add a general education student to a special education route if extenuating circumstances warrant such assignment.
  - c. Career and Technology Education Run: A Career and Technology Education Run is a route where CTE students are bused to a CTE Center or other location for CTE training.
2. All student ridership rosters will be provided to drivers no later than one week before the first day of classes. Additional students will be added throughout the year as necessary.
3. All Transportation Runs shall be posted five (5) working days prior to the first Monday in October each year. Final run selection meeting shall be held the first Monday in October of each year. Any driver whose existing run is eliminated shall

be allowed to bump a less senior driver. Further, vacancies during the year shall be posted and filled as they occur pursuant to Article 15, Postings and Vacancies.

4. Regular Runs, once established, will not be changed except for good reason by the supervisor. The supervisor will consult with the driver(s) and the union representative before making any Regular Run changes. Extra compensation will only occur should the change in the run be greater than the four (4) hour guarantee.
5. All Regular Drivers will select runs in accordance with seniority, starting with the senior-most driver and continuing down through the seniority list.
6. Special Education Runs shall be bid on an annual basis at the final run selection meeting and cannot be bumped for one year. Special Education runs consist of anytime a student with an IEP needs school-sponsored specialized transportation during the school day. The only time that a Special Education run will be posted is when there is a conflict with routing, or the Special Education Driver is unable to do the run. Special Education Runs are paid from the time the special education bus leaves the Mason Transportation Facility and returns plus fifteen (15) minute pre-trip inspection to any LEA / ISD facility or any combination of LEA / ISD facility. The pre-trip inspection will be paid only when the special education bus has not been in continual service. In the event a driver assigned to the Special Education Run wishes to take the summer months off work (per the ISD calendar) due to unforeseen circumstances and with the approval of the Director of Transportation, said request must be made to the Director of Transportation no later than May 1st of the current school year. Once said request is approved, the Employer shall post the summer route opening for internal bid for a period consistent with Board Policy. The position will be offered to the most senior qualified driver applicant upon approval by the Director of Transportation.
7. There will be a transportation aide assigned to any run for special needs students so long as an Individualized Education Plan (IEP) requires it.

## **ARTICLE 8: GRIEVANCE PROCEDURE**

1. Definition: A grievance is a claim by a member or members, or the Union, that there has been an alleged violation, misinterpretation, or misapplication of one or more specific terms of this Agreement.
  
2. Hearing Levels:
  - a. Informal Level: When a cause for an alleged violation occurs, the affected employee(s) shall request a meeting with their immediate supervisor within ten (10) working days of the event giving rise to the grievance and, in the event of a payroll dispute, thirty (30) working days after the check is issued. The Union may be notified and a representative thereof present with the employee at such meeting.
  
  - b. Formal Level 1: If a complaint is not resolved in a conference between the affected employee(s) and the immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within ten (10) days of the meeting between the supervisor and the affected employee(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within ten (10) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.
  
  - c. Formal Level 2: If the Union is not satisfied with the disposition of the grievance at Level 1, or if no disposition has been made within ten (10) working days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or their designee within ten (10) working days from the date the disposition was due. Within ten (10) working days after the grievance has been so submitted, the Superintendent or their designee shall meet with the Union on the grievance. The Superintendent or their designee, within ten (10) working days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and the grievant.

- d. Formal Level 3: If the Union is not satisfied with the disposition of the grievance of Level 2, within ten (10) working days of the Superintendent's written decision, the Union may submit the grievance to the Board of Education. The Board of Education shall meet with the Union on the grievance no later than the next regular or special meeting of the Board of Education, but in no case more than thirty (30) days from the receipt of the grievance. The Board of Education, within ten (10) working days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and the grievant.
  - e. Formal Level 4: If the Mason Transportation Association's Grievance Panel or Executive Board decides to refer the grievance to arbitration, written notice of that request shall be submitted to the Superintendent within ten (10) working days of the Board's decision. Such grievance shall be presented before an impartial arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the date of request for arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association, and these rules shall likewise govern the arbitration proceeding. In no event shall an arbitrator be empowered to modify, detract from, or alter the provisions of this Agreement. The decision of the arbitrator shall be binding and in writing and shall set forth their findings of fact, reasoning and conclusions on the issues submitted. All arbitration hearings will be held at the School District.
3. The arbitrator shall confine their decision to the particular case submitted to them. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.

4. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant. The costs for the services of the arbitrator including expenses, if any, shall be borne equally by the Board and the Union. Probationary employees are excluded from the arbitration process as to discipline only, and from Article VI as to discharge.

**Miscellaneous Conditions:**

1. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
2. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level 2 of the grievance procedure.
3. For the purposes of assisting an employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Board shall permit a Union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Board which pertain to an affected employee or any issue in the proceedings in question. All requests for records will be in accordance with the law. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
4. Only the Union, and not an individual driver, may submit a grievance to arbitration.
5. The arbitrator shall have no power to rule on the discipline or termination of services of an employee.
6. In the event the Employer does not meet on or answer a grievance within the time limits, the grievance will be deemed to be denied and the Union may move the grievance to the next step in the grievance procedure. Failure to timely initiate or move the grievance by giving written notice to the Employer within ten (10) working days after the meeting or answer was required by the contract shall result

in the involved grievance being deemed to be abandoned and settled on the basis of the Employer's last answer.

## **ARTICLE 9: DISCIPLINE OF EMPLOYEES**

1. No employee shall be disciplined or discharged without reasonable and just cause. The Employer will utilize progressive disciplinary techniques when correcting an employee. The parties recognize that when implementing progressive discipline some acts of misbehavior are so serious as to require severe disciplinary measures for first offenses. The progressive disciplinary policy will be as follows:
  - a. Oral warning with written documentation in the Employee's file.
  - b. Written reprimand.
  - c. One (1) day suspension without pay.
  - d. Three (3) day suspension without pay.
  - e. Discharge.
2. If a new Michigan law is passed and signed that denies "just cause" for "discipline and discharge" and imposes "arbitrary and capricious" for Public School Transportation employees, then it shall be in full effect in the contract upon its enactment.
3. All supervisors shall be cautioned against reprimanding employees in the company of other employees (except representatives) or other adults or students.
4. In the case of a dismissal, discharge or suspension of an employee, the Union President or Association Rep shall be advised of the reasons for dismissal, discharge, or suspension as soon as reasonably possible. Written notification of dismissal, suspension, and other disciplinary action shall be sent to the employee and the Union. Causes which may be deemed sufficient for

suspension, dismissal or other appropriate disciplinary action include, but are not limited to, the following:

- a. Unauthorized or excessive absence without good reason from work;
  - b. Commitment or conviction of any criminal act;
  - c. Disorderly or immoral conduct;
  - d. Incompetence or inefficiency;
  - e. Insubordination;
  - f. Bringing intoxicants (including alcohol or drugs) into, or consuming intoxicants on any school property, or reporting for work or driving a bus under the influence of intoxicants of any kind, in any degree whatsoever;
  - g. Neglect of duty;
  - h. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment;
  - i. Violation of any lawful regulation or order made by a supervisor;
  - j. Willful violation of any provisions of this Contract;
  - k. Deliberate falsification of records and reports;
  - l. Unprofessional or inappropriate conduct;
  - m. Accidents, poor driving, or receipt of traffic citation;
  - n. Harassment, bullying and excessive use of force.
5. All dismissal and suspensions shall be without pay. No suspension shall be effective for a period of more than ten (10) working days without the prior approval of the Superintendent.
6. All written references to driver's verbal warnings will be removed after twelve (12) months, provided there is no discipline on the employee's record for a similar offense. If the offense has been repeated, the removal period shall be twenty-four

(24) months. The Bullard – Plawecki Employee Right to Know Act states (423.507) “An employer shall...review and delete disciplinary reports, letters of reprimand and other records of disciplinary action which are more than four (4) years old. In the case of discipline, documentation related to unprofessional conduct shall remain in the employee’s personnel file per Section 1230b. All other rights under this act shall be enforced.

7. Any serious complaint that warrants investigation shall be promptly called to the driver’s attention and the person’s name making the complaint shall be made known to the driver. When a serious complaint warrants an investigation resulting in discipline, the complaint may be used as evidence and may be placed in the employee’s personnel file. The employee may submit a written statement to be attached to and filed with the original complaint within ten (10) days. Retaliatory behavior towards a complainant shall warrant discipline.
8. Prohibition Against Abortion Referrals and Assistance: a District official, Board member, or District employee shall not refer a student for an abortion or assist a student with obtaining an abortion. This prohibition does not apply to a person who is the parent or legal guardian of that student.

## **ARTICLE 10: SICK LEAVE**

All drivers will be credited with twelve (12) sick days at the beginning of each new school year. This number of days is based on earning one (1) sick day per month of employment with the district. In the case of a returning driver, these days will be added to whatever days were in their sick leave bank at the close of the previous year. In the case of a new driver, they would begin the year with the equivalent of twelve (12) days accrued sick time. Sick leave does not accrue during the time a driver is on an unpaid leave of absence. Even though the days are “front loaded” at the start of each new school year they must be earned one day per month throughout the year. The unused portion of sick days shall accumulate from year-to-year to a maximum of 135 days reduced to hours. The actual number of days/hours used as sick days will

be indicated on the employee's paycheck and can be reviewed at any time via the Employee Access Center.

The sick leave days may be taken by an employee for the following reasons and subject to the following conditions:

1. All Regular Run drivers will be credited with forty-eight (48) hours at the beginning of each new school year. In the case of a new driver, they would begin the year with the equivalent of forty-eight (48) hours accrued sick time. Special Education Run driver will be credited with eighty-four (84) hours at the beginning of each new school year. Sick leave does not accrue during the time a driver is on an unpaid leave of absence. Even though the days are "front loaded" at the start of each new school year, should a driver leave employment during the school year the days front loaded will be prorated to match the months of service. The unused portion of sick days shall accumulate from year-to-year to a maximum of 135 days reduced to hours. The actual number of days/hours used as sick days will be indicated on the employee's paycheck and can be reviewed at any time via the Employee Access Center.
2. The sick leave days may be taken by drivers at a maximum of four (4) hours per day for a Regular Run driver and seven (7) hours for a Special Education Run driver for the following reasons and subject to the following conditions:
  - a. Personal Illness or Disability: An employee may use all or any portion of their leave to recover from their own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
  - b. Illness in the Immediate Family: An employee may use up to 30 days for serious illness in the immediate family sick leave which requires the employee's presence. Circumstances warranting additional days for care of an ill immediate family member may be granted by the Superintendent. Immediate family shall be interpreted to include father, mother, brother,

sister, husband, wife, child, parent-in-law, grandparents, or any other member of the family or non-immediate family member who is a resident of the household in which the employee is residing. Stepchildren are included in non-immediate family.

3. After 5 consecutive days of absences, or when abuse is suspected, the Director of Transportation may require a doctor's note, which confirms the need for the day. Discipline may be issued for excessive absenteeism.
4. Where appropriate, the employee will be required to substitute accumulated sick leave for Family Medical Leave Act leave as permitted by law. See Article 12, 3, d.
5. A lack of substitute drivers shall not be an adequate reason to deny an employee the use of any leave.
6. If a regular bus driver takes a paid or unpaid leave, the District has the right to hire a substitute bus driver to fill the route. If the same driver has an additional run (i.e.. mid-day run), that run shall be posted per the contract until the driver on leave returns.

## **ARTICLE 11: OTHER PAID LEAVES**

1. Personal Business Days: Three (3) personal business days for personal business or emergency situations which cannot be taken care of outside work hours may be allowed per year. These days shall be noncumulative. Request for personal business days shall be made at least 48 hours in advance of the time to be used and must be approved by the Director of Transportation. Requests cannot be cancelled within that 24-hour period unless approved by the Director of Transportation as an emergency. Any personal business day which is not used during the school year may be applied to the accumulated sick leave at the end of the fiscal year. Personal Business days shall not be used for the following purposes:
  - a. To extend a school holiday and/or vacation.

b. To work at other employment.

Should the number of bus drivers requesting personal leave for the same day result in the District not having enough drivers to fill all runs or would result in a disruption in the transportation of students, such leaves shall be granted in the order they were requested.

2. Jury Duty: Any employee called for jury duty, or who is subpoenaed to testify for a work-related matter during working hours in any judicial or administrative hearing, including Board requested attendance during an arbitration or fact-finding proceeding, shall be paid their full compensation for such time. Any check, with the exception of mileage, received by an employee for such duty shall be endorsed by the employee and sent to the Mason Business office. This section shall not apply to situations where the employee is a party to litigation (civil, criminal, labor arbitration or administrative hearing) against the Board of Education or is subpoenaed by the Union to testify against the Board of Education.) If an employee is released from Jury Duty, they will contact their supervisor about returning to work.

3. Bereavement/Funeral Leave: Employee shall be granted a maximum of five (5) days paid leave as needed per event for employee's parents/step, step/siblings, spouse, partner, household dependent, step/children, step/grandchild, foster child, mother-in-law, father-in-law, or grandparent. Employee may be asked to provide documentation to the immediate supervisor or superintendent showing familial relationship. Up to five (5) additional days with pay, deducted from the employee's sick bank, may be granted for travel or personal business by the Superintendent at their discretion.

All employees shall be granted up to three (3) bereavement days off with pay for the death of an employee's son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, step-grandparents, niece or nephew. Additional time shall be charged to sick leave, subject to approval of the Superintendent or their designee.

An employee may be granted time off charged to sick leave to attend the funeral of a non-family member at the discretion of the employee's supervisor.

Requests for Bereavement Leave shall be made through the immediate supervisor and may require documentation of familial relationship. Leaves will not count against the attendance incentive.

4. Vacation: The 12-month bus driver assigned to the ESY (Extended School Year) ISD run shall be entitled to 1 week of vacation pay which shall be taken during the period that the ISD is closed for summer vacation.

## **ARTICLE 12: UNPAID LEAVES**

1. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application, be granted a leave of absence without pay or benefits for the duration of such illness or disability, up to one (1) year, and the leave may be renewed for one additional year upon written request of the employee. Members will be allowed to maintain benefits by timely payment of premiums to the School District under the provisions of COBRA.
2. Leaves of absence without pay or benefits up to one (1) calendar year in duration shall be granted upon written request from an employee. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leaves. Parental/Child Care Leave requests shall also include a statement from the attending physician, indicating the anticipated date of birth of the child, where applicable. At least fifteen (15) calendar days prior to the date a leave is scheduled to expire, an employee must notify the Board in writing of their intent to return to work when possible. If the employee fails to do so, they will be subject to applicable job abandonment laws and policies. Unless otherwise provided herein, seniority shall continue to accrue only for one (1) year while on leave of absence.
3. Unpaid leaves of absence may be taken for the following purposes:

- a. Military Leave: A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make themselves available for active duty in the National Guard or Reserve. Application for such leave shall be filed as soon as possible before the absence and request to return shall be submitted within thirty (30) days from the official discharge date.
- b. Public Service: A leave of absence not to exceed four (4) years may be granted to any employee upon application for the purpose of campaigning for or serving in a public office.
- c. Disability: Any employee who can anticipate a prolonged disability which would cause the employee to be absent from work for five (5) consecutive days or more (such as scheduled surgery, other confinement to home or hospital, including maternity) shall notify the Transportation Director in writing as soon as possible. The notification shall contain the projected dates of absence. Use of sick leave shall be only for the duration of the actual incapacity. The Board reserves the right of written verification from a physician. Any employee who can anticipate a prolonged disability shall have the option of an unpaid leave of absence for up to one (1) year or receiving whatever sick leave benefits may be available only for the duration of the actual incapacity.
- d. Family and Medical Leave Act: It is the policy of the School District to comply with the provisions of the Family and Medical Leave Act of 1993. Under the Act, employees are entitled to up to twelve (12) weeks of unpaid leave of absence for certain family and medical reasons, if the employee has worked for at least one (1) year and worked at least 1,250 hours over the past twelve months. Applicable paid leave shall be concurrent with FMLA.

- e. Worker Compensation: Employees collecting Workers Compensation Benefits shall receive the same consideration as employees on an unpaid leave. Seniority shall continue to accrue only for a maximum of one (1) year while collecting Workers Compensation Benefits.
  - f. Special Circumstances: Employees may be granted unpaid leave days at the Employer's discretion. These days must be requested by the employee one week prior to use and approved by the Director of Transportation. These days may not be used to work at another place of employment.
4. An employee who is on layoff, unpaid leave of absence, or worker's compensation for more than thirty (30) calendar days (actual or anticipated) shall be ineligible to bid on any vacant runs. When said employee returns to work, they shall first return to the run they bid on at the final bid in October of the school year they return. If they have not bid on a permanent run for that school year, they shall be able to bid on runs held by any employee with less seniority. Any drivers displaced by the second alternative shall be eligible to bid on runs held by less senior drivers.

If the anticipated or actual absence is for less than thirty (30) calendar days, the run shall be filled under the provisions of Article XI, paragraph 6(k). Furthermore, the affected employee will continue to be eligible to bid on all permanent run vacancies occurring during their absence.

5. There is no accrual of sick time while an employee is on layoff, unpaid leave of absence, or worker's compensation without supplementation.

### **ARTICLE 13: SENIORITY**

1. Seniority shall be defined as the length of service within the District employed as a driver. Time worked as substitute bus driver shall not count toward seniority except to break a tie. Accumulation of seniority shall begin from the employee's first working day as a regular driver. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall

be determined by time worked within the District as a driver or substitute driver. If neither individual has worked for the District as a driver, the position shall then be determined by lot drawing.

2. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.
3. The Board shall prepare, maintain, and post the seniority list for all Regular Bus Drivers. The initial seniority lists shall be posted conspicuously in the bus garage and drivers' lounge area, on or around August 1st, with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority lists and subsequent revisions shall be furnished to the Union. Any employee objecting to the seniority list shall do so within fifteen (15) days of the posting. Thereafter, the list shall be final and conclusive.
4. Seniority shall be lost by an employee upon termination, resignation, retirement and/or transfer to a non-bargaining unit position.

#### **ARTICLE 14: FIELD TRIPS/EXTRA WORK/EMERGENCY FIELD TRIPS/SUMMER SCHOOL**

1. Field Trips are defined as those times when the District needs a bus driven with written request forms that is not covered under Transportation Runs, i.e. Sporting events, class trips, etc.
2. Drivers shall be paid only for actual driving time for trips less than 15 miles away from the district with a one hour minimum. Drivers will not be paid a down-time rate.
3. Extra Work is defined as those times when the District needs a bus driven that is not covered under Transportation Runs when no written request form has been filled out.

4. All Field Trips/Extra Work/Emergency Field Trips/Summer School will be paid on an hourly basis, with a one (1) hour minimum guarantee. Time begins fifteen (15) minutes prior to the Field Trip/Extra Work/Emergency Field Trip departure time (unless the bus stays in continuous service) and ends upon return to the Mason Transportation Facility.
5. A list of Field Trips will be posted and maintained by the Transportation Department. Whenever a field trip request is received by the Transportation Department, such request will be posted by Thursday prior to the PM run so that interested employees may anticipate dates and times. The field trip list shall be posted Wednesday should the District have a scheduled Thursday off.
6. The filling of Field Trips shall be done from the Field Trip Seniority roster. On August 1st of each year, Field Trip/Extra Work will reset to the top of the seniority list. An optional unpaid driver meeting will be held on Friday before the PM run to fill the posted Field Trips. Employees may provide the district with their list of requested Field Trips in order of interest in lieu of attendance. It shall be the employee's responsibility to provide their requests prior to the Friday PM meeting. Field Trip selection shall occur on Thursday should the District have a scheduled Friday off.
7. In the event no one accepts a Field Trip or Extra Work, it will be assigned to a substitute driver.
8. All bus drivers shall be eligible for Field Trips and Extra Work.
9. Emergency Field Trips are any Field Trips that occur during the said week after the Field Trip list has been created and distributed on Friday. To assign drivers to such trips, the Supervisor will begin by offering the trip(s) to the driver whose name is next on the master Field Trip Seniority list. A driver assigned to a district canceled emergency trip will retain their place on the Master Field Trip Seniority List used when determining the next emergency trip. Successive "Emergency Field Trips" during a week will be offered to drivers in rotation order. Each week the

Emergency Trip selection starts with the driver that follows the last driver on the Field Trip Seniority list.

10. When a Field Trip is canceled by the District, or the driver is unable to drive or accept a field trip due to being engaged in school business, a driver will be given an "owe". The Field Trip "owes" will start the next week picks in the order they were filled.
11. If the driver does not receive thirty (30) minute advance notice prior to the assigned departure time for a Field Trip/Extra Work/Emergency Field Trip being canceled, they will receive one hour of wages. Only canceled Field Trips will be issued an "owe."
12. A regular driver taking a Field Trip or Extra Work shall be allowed to complete any portion of their regular run, which can be completed without affecting the Field Trip or Extra Work.
13. Classroom Aides assigned to special needs students will ride the bus for Field Trips and Extra Work so long as the Individualized Education Plan (IEP) requires it.

### **ARTICLE 15: POSTINGS/VACANCY**

1. The term vacancy means an open position caused by a newly created run(s), an employee resigning, retiring, or being discharged.
2. The Employer agrees to post notice of all vacancies in conspicuous places (cafeteria and office bulletin boards in all buildings) within five (5) working days of the creation of the vacancy for a period pursuant to Board Policy.
3. The President of the Association will be sent copies of all postings.
4. When a run is posted, all drivers may bid on the run. The work will be awarded in accordance with the driver's seniority and qualifications.

## **ARTICLE 16: PROBATIONARY EMPLOYEES**

1. Probationary Employees: A new employee must serve a probationary period of ninety (90) working days, or the equivalent, from date of hire in the bargaining unit as a regular driver or substitute driver (if days of employment occur in the preceding 24 months). If a substitute driver works ninety (90) or more days in the prior twenty-four (24) months of their hire date, they shall have completed their probationary period.
2. During the probationary period such probationary employee may be dismissed without cause and without grievance recourse.
3. All Probationary Employees shall be placed at the bottom of the seniority list (Field Trips/Extra Trip/Emergency Trip) upon the action of the Board.
4. To be employed as a school bus driver a person must meet all of the requirements established by Michigan law and all regulations of the Michigan Department of Education.
5. Bus drivers are required to have a physical examination in accordance with State law at the Board's expense and will be paid two (2) hours of their current rate. The Board may require a driver at any time to have a physical examination if there is evidence of a driver's probable incapacity or disability and the Union has been appraised of such conclusion on the part of the Board. In such event, the Board may select the physician, and the Board will pay all costs associated with the examination, including any scheduled lost wages.

## **ARTICLE 17: REDUCTION IN PERSONNEL, LAYOFF, AND RECALL**

1. Layoff shall be defined as a reduction in the work force beyond normal attrition as determined by the Board. In the event of a reduction in work force, the Board shall first lay off probationary employees, then the least senior employees. In no case shall a new employee be hired by the Board while there are laid off employees who are qualified for a vacant or newly created position. Employees whose

positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of positions, shall have the right to assume a position for which they are qualified, which is held by a less senior employee.

2. There shall be no reduction in the normal work hours provided for any employee or position without prior notice to the Union. In the event of a twenty percent (20%) change in work hours of a senior employee, an employee with the greater seniority may use same to maintain their normal work schedule by displacing the regular full-time driver with the least seniority.
3. A laid off employee shall, upon application and at their option, be granted priority status on the transportation substitute list according to their seniority. A laid off employee choosing to drive as a substitute while on unemployment may have unemployment benefits decreased based on the unemployment agency wage calculation. Laid off employees may continue their insurance benefits by paying for such benefits at the regular monthly subscriber group rate premium to the Board under the provisions of COBRA. Laid off employees shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Any employee who has completed thirty (30) workdays, shall be deemed qualified for any position. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to their current mailing address. Failure to do so shall preclude the filing of any grievance or taking of any other recourse available to the employee. A recalled employee shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday, and holidays, to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work, provided the employees recalled to full-time work for which they are qualified are obligated to take said work. An employee who declines recall to full-time work for which they are qualified shall forfeit their seniority rights.

## ARTICLE 18: COMPENSATION

Driving AM & PM Regular Run	\$77.00 per day or \$19.25 per hour
School Year Special Education Run (27 hours or greater per week)	\$19.25 per hour with health benefits or \$23.35 per hour without health benefits
School Year Special Education Run (Less than 27 hours per week)	\$19.25 per hour
Summer Special Education Run	\$27.25 per hour
Field Trip/Extra Work/Emergency Field Trip	\$19.25 per hour
Special Education Sub (Driver must be trained)	\$23.35 per hour
General Education Sub	\$19.25 per hour

1. The Board shall provide YEARLY without cost to the employee the following:  
Payment or reimbursement for all physical examinations, including testing as required by the Board or by State or Federal regulations for continued employment, if required by law.
2. The Board shall pay each driver for four (4) hour minimum pay per day for the regular runs. Administrative directed time in excess of four (4) hours per day shall be paid at the appropriate rate of pay. Said pay shall be calculated in six (6) minute increments. Regular drivers, whose regular runs are completed in less than four (4) hours may be assigned additional duties to fill all four (4) hours. If a regular run extends for three straight days beyond the four (4) hours due to increased students, the driver shall be paid for the additional driving time (per FLSA and MI Wages and Hours Law). The driver must give notice to the supervisor that they are going over the four-hour minimum. Pre/post trip inspection, fueling and cleaning of bus is part of the four (4) hours.

3. Drivers shall thoroughly clean their assigned buses no more than two weeks prior to the start of the school year and will be compensated at the downtime rate. All necessary cleaning supplies will be provided by the district. Upon completion, the buses will be inspected by the Transportation Supervisor or their designated representative to ensure that they meet the required standards.
4. Bus drivers will be paid bi-monthly according to the wages and benefits delineated in this agreement. Field Trips and Extra Work will be added to each pay cycle as completed.
5. Employees voluntarily resigning employment (including death) with the Board after at least ten (10) years of service in the Mason Consolidated Schools shall be paid for a maximum of 115 accumulated sick days as follows:
  - 10-14 years of experience with bargaining unit: 30% of current per diem
  - 15-19 years of experience with bargaining unit: 40% of current per diem
  - 20+ years of experience with bargaining unit: 50% of current per diem
6. All employees shall receive overtime for hours worked in excess of eight (8) hours per day.
7. If a paycheck error occurs because of management or computer error, a check will be written for the difference within two (2) working days or the next paycheck with the approval of the Association.
8. Drivers offered temporary District employment positions shall be paid according to the job listing in appendix A. Drivers requested to work in an “emergency” situation will be paid their hourly rate.
9. All employees who are asked to conduct District business by using their own vehicles on the job shall be reimbursed for mileage (including, but not limited to, Bus Driver Trainer) at the IRS approved rate. Employees attending the same training location are expected to carpool.

10. All training for new District or State mandated skills, shall be paid by the District in accordance with District policies and guidelines. The District agrees to pay for the hours of instruction (including travel time to and from training site), any associated employee expenses such as registration fees and for registration materials, mileage, lodging and meals. Employees shall be paid at the established hourly rate.
11. Drivers will be compensated for one (1) hour of driving time when required to attend a meeting concerning any student at the request of the administration.
12. Expenses incurred by the employee while on a Field Trip or completing Extra Work will be reimbursed by the Board, so long as the expense is actual, necessary, and reasonable. Whenever practicable, the Board will provide the employee with a Board charge card for purchases of fuel.
13. On overnight Field Trips, a driver will be paid actual drive time plus all time spent at the event at the downtime rate. A driver will not be paid for “non-work time” (e.g. sleeping time). Fuel, lodging and reasonable meal costs will be prepaid or reimbursed to the employee or by the use of a Board credit card. The driver will be provided their own separate lodging. Meals will be reimbursed for employees only, at a maximum of \$15 for breakfast, \$15 for lunch and \$25 for dinner. Alcohol, tips, taxes and unreasonable purchases will not be reimbursed. Employees shall provide original, itemized legible receipts for all submitted reimbursable costs.
14. To reward employees for good attendance, the Board will pay each employee with perfect attendance a sum of \$300 (\$500 for Special Education Driver). The total amount will be reduced in \$50 increments for each half day taken. The use of personal/bereavement/jury days will not count against perfect attendance.

15. In addition, employees who have worked in the District for at least ten (10) years will receive longevity pay no later than the first pay in December based on the ranges below:

10-14 years of District Experience	\$125.00
15-19 years of District Experience	\$150.00
20-24 years of District Experience	\$175.00
25 or more years of District Experience	\$200.00

16. Holidays: Employees are entitled to the following eight (8) paid holidays for which no service to the District is required. Employees will be paid at the guaranteed minimum rate for these days. Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day.

#### **ARTICLE 19: SEPARABILITY**

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or application shall continue in full force and effect. Within ten (10) days of notification of a final and binding determination of illegality, the Board and the Union will commence negotiation to reach a new agreement concerning the subject matter of the provision determined to be illegal. If the parties do not reach and ratify an amendment to the agreement within thirty (30) days, the matter may be referred State Labor mediation by either party.

#### **ARTICLE 20: NEGOTIATIONS PROCEDURE**

1. Both the Employer and the Union agree to comply with all provisions of PERA regarding negotiation procedures.

2. Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the expiration of the Contract term. Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators. When negotiations are conducted during regular school driving hours, release time (School Business) shall be provided for the Union's negotiating committee.
3. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
4. There shall be two signed copies of any final Agreement. One copy shall be retained by the Employer and one by the Union. The Union will supply copies of Agreements to employees and two (2) copies of School Personnel Policies will be furnished to the Union. Working conditions are subject to bargaining (permissive and mandatory) under PERA. The district and the association have the right to give notice of bargaining for those topics that are silent within the collective bargaining agreement.
5. The Union and the School District shall have the right to request a special conference to discuss matters of mutual concern when such need arises. Requests for special conference shall be in writing and shall specify the purposes of the meeting and contain a proposed agenda. The Superintendent of Schools shall schedule the meeting within five (5) working days of receiving the request.

## **ARTICLE 21: MISCELLANEOUS**

1. School calendars during the life of this Agreement shall be as set forth in the teachers' Master Agreement.

2. Any deviation shall be in accordance with the following provisions:
  - a. When such days are rescheduled, in order to provide the required number of days of instruction for the District to receive full State Aid pursuant to the State Aid Act, employees will be required to report to work.
  - b. Employees who are requested to report to work or requested to stay at work when a school or other facility is closed under this provision for emergency reasons, shall be compensated at their regular rate of pay.
  - c. The rescheduling of such days shall be as is required by state law to satisfy the required number of instructional days for the District to receive full State Aid.
  - d. Bus drivers will receive their regular pay for the first two (2) “grace days” pertaining to days school is canceled due to weather or other school related utility failures or needs. In the event any of these (2) paid “grace days” must be made up to meet the State days/hours requirement, bus drivers shall be required to work and not receive additional compensation. Drivers may use sick or personal time for pay on such days without impacting the attendance incentive as outlined in Article 18. For all subsequent cancellations beyond the two (2) grace days, bus drivers will not receive their regular pay; rather they will receive their regular pay when they drive if these days are rescheduled as instructional days at the end of the year.
3. Lead Driver working conditions shall consist of the following:
  - a. Communicating daily with each school building regarding student transportation changes for the afternoon run (sign out sheets, passes, added/dropped, etc.).
  - b. Communicate these changes with each driver and/or parent.
  - c. Coordinate student transportation need changes with the drivers and/or sub drivers.

- d. Act as a substitute driver when no substitute driver is available.
- e. Answer the transportation phone and radio.
- f. Coordinate safety supplies for each school bus.
- g. Provide daily rosters for all drivers.
- h. Located at the High School until 4:30.
- i. If an additional trip(s) is needed in an emergency, they will coordinate resources (bus, driver, etc.).
- j. The employee in the "Lead Driver" position shall maintain their seniority and current status with the District and Association.
- k. Is non-supervisory of drivers.
- l. The Lead Driver is guaranteed the normal Regular Run or Special Education Run time plus will be paid an additional one (1) hour per day as lead driver.

## **ARTICLE 22: EVALUATION OF PERSONNEL**

1. The School District shall have the right to evaluate all personnel in the performance of the respective duties and responsibilities of the positions they hold as defined by the job description for each respective position. The purpose of the evaluation instrument shall be to assess the relative strengths and weakness, and areas of performance in need of improvement.
2. The Administration shall prepare a proposed evaluation instrument. The proposed evaluation instrument shall be submitted to the Union not later July 1st of each year. This requirement shall be waived on any given year in which the evaluation instrument is not modified. The Union shall have thirty (30) days within which to suggest changes, modifications or alterations, including the right to submit an entirely different instrument. Any dispute concerning the instrument shall be the subject of a special conference between the School District and the

Union. The final decision relative to the contents of the evaluation instrument shall be at the discretion of the School District.

3. The evaluation shall be based upon formal and informal observations of the employee, as well as material events, occurrences, and activities within the knowledge of the evaluator, or which can be substantiated by reliable evidence. A formal observation shall be one for which the employee is afforded twenty-four (24) hour notice, and an informal observation is one which occurs with less or no notice whatsoever. The evaluation will be done by the immediate supervisor of the employee.
4. The completed evaluation shall be delivered to the employee within a thirty (30) day period after completion thereof, but no later than June 1st of each year. All evaluations shall be placed and retained in the employee's personnel file. Upon request, the employee shall be furnished copies of all documents which affected the employee's evaluation.
5. The evaluation shall be presented to the employee at a conference which will be held with their immediate supervisor. Both the immediate supervisor and the employee shall be required to sign the evaluation. The employee's signature is to be construed as an acknowledgment that they received a copy of the evaluation and not as an agreement with its contents.

If the employee disagrees with the contents of the evaluation, they shall have the right to submit a written statement commenting on the evaluation within 10 days. The employee's response shall be limited to four (4) pages of standard size paper.

6. In the event that an employee is given an unsatisfactory evaluation, the School District shall inform the employee of the alleged deficiencies, and what needs to be done to improve, in writing. In such cases, the appropriate administrator shall prepare an individual development plan in consultation with the employee, the Union, and the Administration. The employee shall be afforded a reasonable time to improve. However, the responsibility for improvement within a reasonable time

rests with the employee. The period of time will relate and be directly proportional to the seriousness of the deficiency.

7. It shall be the responsibility of the immediate supervisor of an employee subject to an individual development plan, to evaluate the employee twice during the next six (6) month period following the issuance of the IDP (Individual Development Plan). The evaluations shall address and assess the performance of the employee relative to the areas of alleged deficiency specified in the IDP and shall recommend to the employee and the Superintendent any action deemed appropriate.
8. At the successful completion of an IDP, all parties shall be notified and be documented in the employee's personnel file. Any issue defined in a successful IDP shall not be used negatively in future evaluations.

### **ARTICLE 23: INSURANCE COVERAGE**

Employees covered by this Agreement shall be entitled to receive insurance benefits in accordance with the terms and conditions of this Article.

Those employees who are assigned the Special Education Runs of 27 hours or greater per week are entitled to single person insurance benefits for the entire year with a prorated cost based on full time standard of (40 hours). The Board of Education shall contribute up to the "hard cap" amounts per 2011 Public Act 152 toward health/medical insurance coverage. Employees will contribute toward the cost of health/medical insurance for premium costs above the Board's contribution through automatic payroll deduction. Should health/medical insurance premiums fall below the "hard cap" the Board of Education shall contribute the difference up to the "hard cap" directly to the employee each month in payroll (payment is subject to tax) for Option 1 & 2 or to the individuals HSA for Options 3 & 4.

The insurance plan year is January 1 – December 31.

At the conclusion of each school year the District will evaluate each driver's weekly run time excluding Field Trips/Extra Work/Emergency Field Trips to determine if any drivers have a 30 hour or greater per week average. Should a driver have 30 hours or greater per week average then will be offered single person insurance benefits for the next year. Cost of insurance will be prorated based on full time standard of (40 hours).

### **Health Care Insurance**

1. BCBSM Simply Blue PPO 100% (No Coinsurance) \$1500/\$3000 deductible in-network with out-of-pocket maximum in-network \$8150/\$16300 insurance coverage. Employees shall be subject to \$30 office visit co-pay, \$30 specialist office visit co-pay, \$30 urgent care co-pay, and \$150 emergency room co-pay. Prescription coverage of \$15 generic, \$30 preferred brand, \$60 nonpreferred brand and mail order 2x (90 supply @ 2-month out of pocket cost).
2. BCBSM Simply Blue PPO 80%/20% (Coinsurance) \$2000/\$4000 HSA in-network with out-of-pocket maximum in-network \$4000/\$8000 insurance coverage. Office visit, specialist office visit, urgent care, and emergency room are subject to deductible and coinsurance. Prescription coverage subject to deductible then \$15 generic, \$30 preferred brand, \$60 nonpreferred and brand mail order 2x (90 supply @ 2-month out of pocket cost).
3. BCBSM Simply Blue PPO 80%/20% (Coinsurance) \$3500/\$7000 HSA in-network with out-of-pocket maximum in-network \$4500/\$9000 insurance coverage. Office visit, specialist office visit, urgent care, and emergency room are subject to deductible and coinsurance. Prescription coverage subject to deductible then \$15 generic, \$30 preferred brand, \$60 nonpreferred brand and mail order 2x (90 supply @ 2-month out of pocket cost).
4. Simply Blue MVP PPO 100% (No Coinsurance) \$6350/\$12700 HAS in-network with out-of-pocket maximum in-network \$6350/\$12700 insurance coverage. Office visit, specialist office visit, urgent care, and emergency room are subject

to deductible and 100% covered after deductible. Prescription coverage subject to deductible then 100% covered after deductible.

**Group Term Life Insurance/AD&D**

The District will provide each Driver (Regular, CTE and Special Education) with a Term Life insurance policy of \$10,000.00, plus \$10,000.00 Accidental Death or Dismemberment, at no cost to the driver.

**Dental Insurance**

The Board of Education shall provide each Driver (Regular, CTE and Special Education) single subscriber coverage at no cost to the employee 100/90/80/\$1500/\$1000 Principal Dental Insurance Coverage.

**Vision Insurance**

The Board of Education shall provide each Driver (Regular, CTE and Special Education) single subscriber coverage at no cost to the employee VSP Choice Network Vision Insurance Coverage.

**Miscellaneous**

All insurance benefits provided by this agreement shall be subject to review and change of carrier pursuant to the School District bidding procedures during the life of this agreement. Benefits shall remain substantially equivalent. Any change(s) in benefits or carriers are subject to mutual agreement by the parties.

Employees who resign their positions shall have their insurance terminated at the end of the month they terminate. If the employee goes on leave, they are subject to the provisions of COBRA (Comprehensive Omnibus Budget Reconciliation Act).

Employees working less than an average of 30 hours per week may purchase health care insurance, life insurance/AD&D, dental insurance, and/or vision insurance with the full cost of said insurance paid for by the employee. Those employees working more than an average of 30 hours per week may purchase health care insurance, life insurance/AD&D, dental insurance, and/or vision insurance for two-persons or a

family with the full cost of said insurance paid for by the employee minus the cost of single coverage insurance contribution.

This article is subject to the Affordable Care Act and all employees shall be granted their full rights under the act.

#### **ARTICLE 24: 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 at their sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

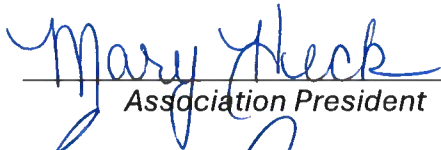
**ARTICLE 25: DURATION OF AGREEMENT**

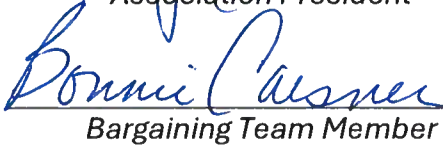
This Agreement shall be effective as of the 3<sup>rd</sup> day of October 2024 and shall continue in effect until the 30<sup>th</sup> day of June 2026. Pay rates will be effective as of July 1, 2024.

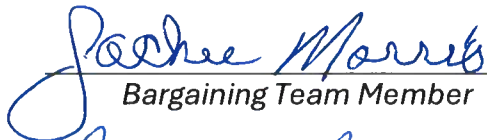
WITNESSETH:

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their representatives on the 3<sup>rd</sup> day of September 2024.

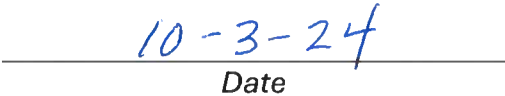
**FOR THE UNION**

  
\_\_\_\_\_  
Association President

  
\_\_\_\_\_  
Bargaining Team Member

  
\_\_\_\_\_  
Bargaining Team Member

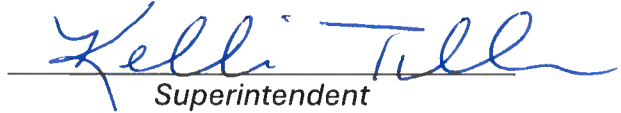
  
\_\_\_\_\_  
MEA UniServ Director

  
\_\_\_\_\_  
Date

**FOR THE BOARD**

  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
Board Secretary

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Date

## APPENDIX A: GRIEVANCE REPORT FORM

**Grievance Number:** \_\_\_\_\_

**Name of Grievant(s):** \_\_\_\_\_

**Job assignment:** \_\_\_\_\_

**Date of occurrence giving rise to grievance:** \_\_\_\_\_

**Statement of grievance:**

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**Article(s) and/or Section(s) of collective bargaining agreement violated:**

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**Remedy Sought:**

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**Signature of Grievant (s)** \_\_\_\_\_ **Date** \_\_\_\_\_

<b>Submitted</b>	<b>Step 1</b> _____	<b>Decision</b> _____
	<b>Step 2</b> _____	<b>Decision</b> _____
	<b>Step 3</b> _____	<b>Decision</b> _____
	<b>Step 4</b> _____	<b>Decision</b> _____