

2021-2023

AGREEMENT

BETWEEN THE

**HERITAGE SOUTHWEST INTERMEDIATE SCHOOL DISTRICT
AND THE
HSISD TRANSPORTATION DEPARTMENT**

HSISD DRIVERS

Weekly hours will be fixed through time studies. Weekly hours will be one of the following: 25, 30, 35, or 40.

If additional hours are required in the transportation of students to and from school, and any Heritage Southwest Programs, they will be paid at a normal driver's hourly rate.

The wage increases are as follows:

Rate	2021-2022 Hourly Rate	2022-2023 Hourly Rate
1	20.07	20.48

Wages for Employees Hired April 1, 2013 or after are as follows:

Drivers

Rate	2021-2022 Hourly Rate	2022-2023 Hourly Rate
0	16.57	16.90
1	17.60	17.95
2	18.61	18.98

Bus Driver Differential

Drivers who operate a bus will be given a \$1 per hour pay differential. This applies to the time when a driver is actually driving a designated bus route.

Washing Vehicles

Bus Drivers will receive reimbursement for washing vehicles at the rate of \$15.30 for a car or van and \$18.36 for yellow/black buses. Payment shall be made at the discretion of the Director of Transportation.

Seniority

Full credit will be granted for pay purposes only for total time on schedule when transferred from a local district to HSISD.

Drivers will be granted seniority for purposes of driving busses and vans.

Drivers transferred from local districts who are fully endorsed will forego probation. Hourly pay will start at Rate 1. When lay-offs become necessary, drivers with least seniority will be laid off first.

Training & Qualifications

The HSISD Board of Education shall require that each Driver, prior to being hired, shall possess the following:

- (1) Current Chauffeur's License.
- (2) Current Bus Driver Certificate.
- (3) Medical Exam prior to the beginning of the current school year performed by a physician selected by the Board. The Board will pay 100% of the cost of such physical. This physical must pertain to the requirements as set forth by the State of Michigan for bus driver certification.
- (4) Driver in-service programs required by the HSISD will be reimbursed at their hourly rate.
- (5) Reimbursement for CDL License.

Work Year

All drivers will transport children to and from school programs as per their assigned route as required by the school calendar and scheduled hours of the school district to which their children are assigned. A driver, upon accepting employment, will be expected to drive students to and from school programs for a minimum of 180 days. If meetings are required with the Director of Transportation, it is expected all drivers will attend and such time will be included in the normal work day unless such meetings extend beyond a two-hour limit. Drivers may be excused at the discretion of the Director of Transportation if such a called meeting creates a conflict with a previously scheduled appointment.

Drivers will not be given vacation days and holidays. Pay will be based upon actual days students are transported to and from regularly scheduled programs and district required in-services. In the event school is canceled after a driver has started pickups for that day that day shall be counted as a regularly scheduled day for pay purposes. Drivers will receive payment for act of god days when students aren't in session. Drivers will be expected to transport students to and from schools to which they are assigned when such schools extend their schedules in order to make up lost days in session at no additional pay since they were paid for act of god days.

Drivers will be paid time and one-half for field trips on Saturdays, Sundays and Holidays. Driver will be paid time and one-half for field trips between 6:00 p.m. and 6:00 a.m. Monday thru Friday.

In the event there is a vacancy in any transportation position, or change in pay, the opportunity should be offered to all interested drivers.

Careful thought and consideration will be given by the Director of Transportation before filling the position.

Reasons will be given to those requesting as to why they were not granted the position.

Summer (extended school year) Programs

Drivers will volunteer to drive for the summer program prior to the end of the regular school year.

If there are not enough volunteers to work the summer programs, then it will be required that the lowest seniority transportation staff (drivers and bus attendants) will work the summer hours scheduled. The need will be determined by the number of drivers and attendants assigned.

Vehicle Storage

Vehicles may be stored on premises at HSISD and in some cases will be stored at local school district bus parking areas when appropriate. The Director of Transportation's decision will be final and reviewed with transportation leadership team.

Notification of Children with Transmittable Viral Diseases

With the knowledge of children with transmittable viral diseases the driver involved with that child shall be informed so that they take extra precaution while transporting all children.

HSISD ATTENDANTS

Bus Attendants

Bus attendants will be provided on runs where it is deemed necessary either because of the physical disability of students transported or because of behavioral problems. The Director of Transportation shall make the final decision in collaboration with the Director of Special Education.

The Attendant wage increases are as follows:

Rate	2021-2022 Hourly Rate
0	13.46
1	14.48

Rate	2022-2023 Hourly Rate
0	13.73
1	14.77

Organization Jackets

Beginning with the 2021-2022 school year the District will provide a Heritage Southwest ISD jacket to transportation staff. The jacket selection will be decided by the Director of Transportation with input from the Association. Final approval will reside with the ISD Superintendent.

Longevity

On the 5th year of service an employee shall receive an annual \$100 longevity payment. For each additional 5 years of service beyond the initial longevity payment an employee will receive an additional \$100 added to the payment. The annual longevity will be \$100 at five (5) years, \$200 at ten (10) years, \$300 at fifteen (15) years, \$400 at twenty years, and \$500 at twenty-five (25) years, and \$600 at thirty (30) years. This payment will be made prior to January 1 of a school year.

Insurance

The Board will pay up to the maximum allowed under PA 152 toward monthly insurance premiums for members hired prior to May 1, 2011. Those members not electing Plan A, the major medical coverage, will receive Plan B benefits in addition to a cash amount of \$175 per pay (assumes 26 payments for a \$4550 annual total) received in lieu of health insurance.

The Board will pay up to the maximum allowed under PA 152 of a monthly single subscriber premium for Health Insurance for members hired on May 1, 2011 or after. Those members hired on or after May 1, 2011 not electing, major medical coverage, will receive Cash In Lieu Of Health benefits in addition to an amount of \$175 per pay (assumes 26 payments for a \$4550 annual total) as payment in lieu of health insurance.

An amount equivalent to the Board's medical benefit plan cost up to \$175 per pay (assumes 26 payments for a \$4550 annual total) shall be contributed on behalf of the employee upon the employee completing application toward other options provided in this contract on the conditions that: (1) If the employee voluntarily and in writing opts out of the health benefits coverage plan; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The employee shall be eligible for cash in lieu of plan.

The Board shall provide coverage by an insurance carrier chosen by the Board. In case of insurance company change, transportation personnel shall be provided with a comparable medical and healthcare benefits as accustomed to. A driver shall be considered "eligible" for the maximum Board contribution toward health insurance premiums if he/she is regularly assigned to work 30 hours per week. Drivers who are regularly assigned to work less than thirty "duty hours" per week shall not be eligible for any health benefits.

Annual Leave

At the beginning of each school year, each employee shall be credited with (10) ten days of annual leave for their contract year. All days shall be deemed to be earned on an accrual basis, computed on ten months of work, one day for every 18 days of employment. Leave days shall not be available to members until they have completed a 90 workday probationary period after their first day of work. The district shall be reimbursed for the cost of benefits on a daily basis for unpaid days chosen by the employee. One (1) day of annual leave shall be credited for each 18 days of additional employment, the unused portion of which shall accumulate from year to year to a maximum of:

- 90 days for employees hired April 1, 2010 or after
- 100 days for employees hired prior to August 1, 2000

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

Personal Illness or Disability

An employee may use all or any portion of their annual leave for scheduled workdays on which they are physically incapable of performing their normal job duties due to their personal illness or disability. Disabilities caused or contributed to by pregnancy, miscarriage, and/or childbirth shall be treated on the same terms and conditions as are applied to other temporary disabilities for which leave is authorized.

It is further understood that such leave shall not be granted for the first working days before or after a vacation, break, or holiday, and shall not be used after May 15th of each year except in special and unforeseen circumstances. The Employer reserves the right to require a doctor's certificate or other evidence of illness satisfactory to the Employer whenever sick days are used, and abuse of such leave is suspected.

Family Illness

An employee may use up to ten (15) days of their annual leave for absence due to illness in their immediate family, to include children, spouse or partner, parents or legal dependents. Up to an additional five (5) annual days may be used for illness in the immediate family upon prior administrative approval.

It is further understood that such leave shall not be granted for the first working days before or after a vacation, break, or holiday, and shall not be used after May 15th of each year except in special and unforeseen circumstances. The Employer reserves the right to require a doctor's certificate or other evidence of illness satisfactory to the Employer whenever sick days are used, and abuse of such leave is suspected.

Certification of Illness

The Administration may require that any employee applying for use of "illness and disability leave" for any particular day(s) of absence procure a doctor's certification of illness or disability for the day(s) absent. Failure to obtain such certification shall constitute a sufficient basis for disciplinary action.

The Board may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Board for purposes of verifying an employee's eligibility for leave, or to verify an employee's ability to safely and satisfactorily perform their assigned duties. Any such examination shall be at the expense of the Board.

Notification of Illness

An employee who knows they will be absent due to illness or disability shall make every attempt to notify their immediate supervisor of the fact at least an hour and a half prior to the commencement of the school day, but in any case, as in the onset of sudden illness or other emergency, no later than the time of the commencement of school.

Miscellaneous Leave

Three of the eight annual leave days may be used each year at the employee's discretion and with the approval of their immediate supervisor. Employees desiring to use such days shall be placed in Red Rover to notify their supervisor of their intent as soon as possible but no later than five (5) days prior to the day on which such leave commences, except in cases of emergency or extenuating circumstances. In an emergency or extenuating circumstance verbal approval may be granted but must be recorded in Red Rover.

It is understood that miscellaneous leave may not be requested for more than two (2) consecutive days and cannot be used before or after a holiday; the first/last day of the school year; to extend school breaks; for vacation; or for profit as long as substitute drivers and bus attendants are available.

Payment of Accumulated Annual Leave Days

Upon separation, after 10 years of accumulated employment at HSISD and forty-five days notice to the Board of Education, an employee shall be paid for all unused annual days accumulated up to the maximum allowed as described under Annual Leave Days at 75% of daily pay rate for days accumulated prior to July 1, 2013, and 50% of the daily rate of pay for days accumulated July 1, 2013 and after. The payment will be made over a three (3) month period following the date of retirement or at the employee's option can be paid in the first three (3) months period following the date of retirement or at the employee's option can be paid in the first three months of the following calendar year. Part time employees will receive benefits prorated on a base of 13,020 total hours (186 days x 7 hours per day x 10 years).

Funeral Leave

An employee may take paid funeral leave exclusive of accumulated sick leave for assisting with arrangements and attending funerals as detailed below:

An employee may take up to a maximum of five (5) days paid funeral leave per occurrence in connection with a death in the immediate family. For purposes of this section, immediate family is defined as spouse or partner, child, parent, siblings, grandparent or legal dependent. Paid funeral leave for step and in-law relations from the list above will be granted three (3) days.

One day of funeral leave per incident shall be granted to attend the funeral of a person in the family (i.e., aunt, uncle, cousin) or who in the past and over many years has had an immediate family-like relationship with the employee. In the event of a student or former student death the District will work with the association to plan for the release of staff requesting time for the funeral when it is feasible to do so.

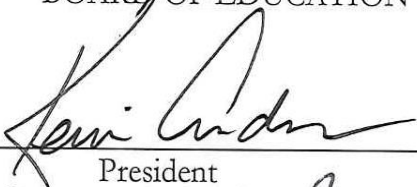
Funeral leave for others not listed in this section shall be granted under Annual Leave. If paid leave days are not available, an employee may choose, with administrative approval, to take days without pay for such funeral leave.

If there is any significant change in the Heritage Southwest Intermediate School District Program that involves the Heritage Southwest Bus Drivers or Attendants, we reserve the right to open this agreement for further negotiations

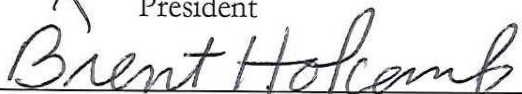
If an Emergency Financial Manager is appointed by the State under the Fiscal Accountability Act, the Emergency Manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of July 1, 2021 through June 30, 2023.


HERITAGE SOUTHWEST INTERMEDIATE
SCHOOL DISTRICT
BOARD OF EDUCATION



President



Superintendent



Date

HERITAGE SOUTHWEST INTERMEDIATE
SCHOOL DISTRICT
TRANSPORTATION DEPT.
COMMITTEE REPS



Team Member



Team Member

Team Member

Date