

MONTROSE

COMMUNITY SCHOOLS



Transportation Worker Montrose Community Schools Handbook and Explanation of Benefits July 1, 2024 thru June 30, 2027

Eligibility and Definitions	<ol style="list-style-type: none"> 1. School Year Employee: School district employee hired to drive bus (10 Month Employee). 2. Substitute bus driver: A driver who does not have regularly scheduled daily runs and is employed on an "on call" basis. 3. Probationary employees: A probationary employee is one who has not completed the initial Ninety (90) calendar days of employment for the Board. <ol style="list-style-type: none"> a. A probationary employee whose service is deemed unsatisfactory may be dismissed at the will of the Board. b. Probationary dismissal shall not be subject to the grievance procedure. c. A bus driver who is assigned a regularly scheduled daily run will serve a ninety (90) calendar days probationary period subsequent to assuming a regular daily run. 4. Bid Period: Defined as bid occurs on Thursday, the following 14 days are included in the bid period. 5. Experience: Continuous employment with the Montrose Community Schools. 6. Calendar days only count from the first day of the school year until the last day of the school year.
Rights of the Board	<p>The Board on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and the United States, to manage and direct the Montrose Community Schools provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement, but such rights established by law may not be infringed upon by an provision of this contract.</p> <p>The exercise of the legislative powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.</p>
No Strike - No Lockout	<ol style="list-style-type: none"> 1. The Board will not lock out employees during the term of this Agreement. 2. The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety, and welfare. Under no circumstances will the Association cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slowdown in any department of the School District, or any curtailment of work, or restriction of production or interference with the operations of the Board or any picketing or patrolling which results in Association employees or other employees of the employer in curtailing their work or production or prohibition or preventing a supplier from having ingress or egress from the employer's property. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the Board shall not be required to negotiate on the

	<p>merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.</p> <p>3. In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Association or the employees covered hereunder during the term of this Agreement, the Association by its officers, agents and stewards shall immediately declare such work stoppage, picketing, patrolling which results in employees or other employees of the employer in curtailing their work or production or prohibiting or preventing a supplier from having ingress or egress from the employer's property to be illegal and unauthorized in writing to stop the said conduct and resume full production. Copies of such written notice shall be served upon the Board. The Association agrees further to cooperate with the Board to remedy such situation by immediately giving written notice to the Board and the employees involved declaring the said conduct unlawful and directing the employees to return to work. In the event that the Association in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct it shall not be liable in any suit in any court for money damaged caused by said violation. The Board shall have the right to discipline, up to and including discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.</p>
Job Duties	<p>Employees shall perform all duties of their position consistent with past procedures or in accordance with written direction or modification. (The parties recognize that the great majority of daily job duties are so well known and regular as not to require written specification).</p>
Benefits	<p>All benefits shall be prorated and based on the actual number of days employed during the program year; i.e., new hires would have their PTO benefits prorated based on their hire date.</p>
Seniority	<ol style="list-style-type: none"> 1. All School Year employees and bus aides and shall serve a probationary period of ninety (90) calendar days, uninterrupted by any type of service break unless authorized by the Superintendent or his/her designee during which time they will be termed "probationary employees." A substitute bus driver assigned a regular scheduled daily run shall serve a ninety (90) calendar day probationary period subsequent to assuming the regular daily run. The ninety (90) calendar day probationary period will start over for and unexcused work day missed. Working days that shall be considered excused (with documentation) will be any day missed for: <ol style="list-style-type: none"> a. Serious illness resulting in at least 24 hours of hospitalization for the employee or immediate family member. b. Jury duty c. Death of an immediate family member d. Any missed work that a justifiable excuse is accepted by the Superintendent. 2. Probationary employee's service with the Board may be terminated at any time by the Board in its sole discretion and neither the employee so terminated nor the Association shall have recourse to the grievance procedure over such termination. 3. During the probationary period an employee if otherwise eligible shall be entitled to hospitalization insurance coverage after ninety (90) calendar days of employment. Any pay for sick days, or other qualified absence shall be deferred and payable only upon successful completion of the probationary period. At that time seniority shall be established from the original date of hire and any earned by unused sick days shall be credited. 4. Layoff and recall of employees shall be by seniority and the following order shall be followed, provided that the employees who remain are capable of performing the work available: <ol style="list-style-type: none"> a. Substitute employees b. Probationary employees c. Remaining seniority employees shall then be laid off In the order of their seniority. 5. A laid off seniority employee, if recalled to a job similar in work content and identical or higher rate to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge. 6. The order of recalling of laid-off employees shall be the reverse order in which the employees are laid off and shall be subject to the same conditions as layoff.

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7. Notices of recall shall be sent by certified or registered mail or telegram to the employee's last-known address as shown on the Board's records and it shall be the obligations of the employee to provide the Board with the current address and telephone number. A recalled employee shall give notice of his/her intent to return to work within Five (5) consecutive working days, and shall return within seven (7) consecutive working days or his/her employment shall be terminated without recourse to this Agreement.
8. If the event a recall is necessary on less than three (3) consecutive working days notice, the Board may call upon the laid off employee(s) either personally or by telephone, until an employee is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed three (3) days, and employees passed over (because of their inability to return to work immediately) will be given notice to report to work at the end of said three (3) consecutive day period.
9. Recognizing varied periods of employment, workdays shall mean calendar days Monday through Friday during times such unit employees are scheduled to work.

An employee's seniority and employment shall terminate if:

1. The employee quits, or
2. The employee is discharged, or
3. The employee is absent from work for three (3) work days without permission from the Superintendent or his/her designee unless extenuating circumstances prevents immediate notification, or
4. The employee overstays a leave of absence without prior permission from the Superintendent or his designee, or
5. The employee gives a false reason in requesting a leave of absence or engages in other employment during such a leave of absence, unless prior permission is granted by the employer, or
6. A settlement with the employee has been made for total disability, or
7. The employee is retired, or
8. The employee is laid off or has not worked for the Board for a continuous period exceeding the length of his/her employment, or
9. The employee falsified pertinent information on his/her application for employment.

Seniority List Posting:

1. The Board agrees to post and update annually, on or about one month after the commencement of school, a seniority list by job classification seniority. Seniority lists shall be posted of all employees. An Employee's standing on the published list will be final unless protested to the Board's personnel office no later than ten (10) working days after the list has been posted on the Board's bulletin board unless the affected employee was not scheduled to work during the posting period.
2. Seniority will be retroactive to date of hire when the probationary employee successfully completes the ninety (90) calendar day probationary period. The School Board agrees to notify the employee when they successfully complete the probationary period.

An employee may be moved to a sub position in the event they exceed their allotted sick or personal time. The employee shall be temporarily moved to the bottom of the seniority list for the remainder of the school year if they exceed their allotted sick or personal time. During this time they will maintain their rate of pay.

Vacancies	<ol style="list-style-type: none"> 1. If a new job or permanent vacancy occurs in a classification covered by this Agreement and the Board determines to fill such opening, the open job will be posted within five (5) working days for a period of ten (10) working days. Senior employees who desire such open job(s) may submit their bid for such job opening which may be filled temporarily by the Board until there has been a permanent award of the job to an employee. The Board will announce the successful job bidder, if any, within five (5) working days after the close of the bidding period. 2. When an employee's job bid is accepted, he/she will be given a period not to exceed sixty (60) working days within which to qualify for the job. During the qualifying period he/she will receive no less than the rate of pay for the job he/she held permanently immediately prior to such qualifying period. If at any time within the qualifying period the employee does not qualify for the job, he/she shall be returned to the permanent job he/she held prior to his/her accepted bid. 3. No job shall be considered to lower rated classification unless due to physical disability or incapacity. 4. If there are no qualified bidders for any open and posted job, the Board may fill the job at its discretion. 5. The qualifications of the applicant shall be the first consideration for all vacancies. 6. Any posting shall, where appropriate, specify classification, job location, hours or work and compensation. 7. Given the work schedule associated with driving a school bus, it is only reasonable to assume that the position may be of interest to individuals who maintain other employment, are retired, or have other time commitments. Should employees in such positions have time or earning limitations, it is essential that those limitations are declared to the Director of Transportation at the time of initial employment or as soon as personal circumstances arise that result in any type of time or earning limitation. 8. Noting that bus transportation is an integral part of the educational experience students receive, it is important that regular bus runs are staffed with consistent drivers to the greatest degree possible. As such, any earning or time limitations of drivers will be reviewed when route assignments are made, may limit the routes available to such drivers, and result in a change to route assignment if necessary. Likewise, those same limitations will be reviewed when extra trip assignments are made so that any time or earning limitations do not interfere with their primary run assignment. 9. The Board will hire all new employees through a third-party employer.
Posting Positions	<ol style="list-style-type: none"> 1. The District will post the runs and permit the bus driver/aide employees to bid the runs. All runs will be posted for bid no less than eight (8) business days before the first student day. Runs will be bid and assigned no less than five (5) business days before the first student day. In addition, all routes established or opened after the beginning school year bid will be posted and bid upon as they become available. Any driver may bid on such open routes and assignments will be determined according to seniority (see Vacancies #8). 2. Only those runs that are economically impacted will be posted in January, prior to the start of the second semester and assigned to the highest seniority bidder. Any subsequent openings created by senior drivers bidding on and assigned to posted routes will be filled with a new hire for the remainder of the school year and paid at the new hire rate. 3. Bidding and transferring between classifications is not allowed.
Temporary Transfers	<p>Temporary transfers will not exceed four (4) weeks duration, unless the parties mutually agree to extend the temporary transfer beyond that time period. Employees so transferred shall receive the rate of their former job or the rate of the job to which they are transferred; whichever is higher. During periods of temporary transfer, employees shall suffer no detriment to their classification seniority. In the event a temporary transfer occurs, employees, by seniority, will be given first opportunities to fill the temporary transfer provided the employee has the skill and ability to perform the job.</p>

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Temporary Assignments	<ol style="list-style-type: none"> 1. When a driver/bus aide knows in advance that he/she will be absent for a period of (30) working days or more, his/her run(s) shall be assigned to one (1) bus driver/bus aide by assigning the run to the highest seniority bus driver desiring the run until the bus driver/bus aide returns or the end of the current school year, whichever comes first. 2. Available drivers based on seniority will fill routine absences. However, in the event of cancellations, Administration reserves the right to schedule drivers based on district needs but will not be arbitrary or unreasonable. On a day when a driver is scheduled for an extra curricular trip and that trip is canceled, the driver will be scheduled for their regular runs. On a day when a driver takes off time for any reason, they will not be scheduled to drive their regular runs unless notice is given within one day prior to the regular run. 3. When a driver is assigned to cover for an employee on a leave of absence for thirty (30) consecutive days or longer, the assigned driver will have their sick day accrual adjusted to reflect the average daily number of hours for the last thirty (30) days.
New Jobs	The employer retains the right to eliminate, change, establish, and evaluate classifications and establish the pay grades hereafter provided, however, the classifications and the pay grades hereafter, set forth in the Wage Schedule, and new changed classifications which may be placed in the Wage Schedule, shall remain in effect after the employer has put said changes into effect.
Worker's Compensation	An employee absent longer than seven (7) calendar days because of an illness or injury incurred as a result of performing services for the Board shall be covered by the Worker's Compensations Act.
Retirement	Please contact ORS to find out information regarding your retirement plan.
Disciplinary Action	<ol style="list-style-type: none"> 1. Employees placed on permanent status may be dismissed, suspended, or otherwise disciplined for cause. 2. Below are examples of cause for dismissal, suspension or other disciplinary measures including but not limited to: <ol style="list-style-type: none"> a. Dishonesty, drunkenness, immoral conduct, or addiction to the use of narcotics. b. Fraud in securing employment. c. Incompetence, inefficiency, in job performance d. Conviction of a serious crime by a court of law. e. Insubordination, inattention to or dereliction of duty. f. Continued disregard for rules, which are established by the employer and made known to the employee not inconsistent with the terms of this agreement. 3. The Board reserves the right to refuse recommending anyone who has quit without providing Fourteen (14) days notification prior to quitting. 4. In the event of dismissal, suspension or other disciplinary action the employee shall have written notification of such action with a copy going to the Association. 5. Steps may be skipped depending upon severity of infraction in accordance with due process procedures.
Concerns	<p>Concerns Procedure</p> <ol style="list-style-type: none"> 1. Level 1 concerns must be presented verbally to the Transportation Director. 2. Level 2 concerns not resolved informally between the employee and Transportation Director shall be presented in writing to the Director who will reply in writing within 10 school days. 3. Level 3 concerns not resolved at level 2 shall be presented to the Superintendent within 10 days of the level 2 response. All decisions at this point are final.

<p>Leave of Absence</p>	<p>General Conditions for Leaves of Absence</p> <ol style="list-style-type: none"> 1. A leave of absence is written authorized absence from work for not more than thirty (30) calendar days at a time for employees with less than three (3) years continuous employment; the leave shall be without pay. Only a regular employee who has worked continuously for the employer for three (3) years or more may be granted a leave of absence for a period of time up to one year, which may be extended at the discretion of the Transportation Director. A leave shall be granted, denied or extended in the exclusion discretion of the employer upon written request for such leave from an employee who shall state the reason for such leave upon his/her application. 2. All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. 3. If an employee falsifies a request for a leave of absence, the employee will be terminated from his/her job, without recourse to the grievance procedure. 4. Failure to return to work on the exact date scheduled shall be cause for termination at the discretion of the Transportation Director, unless the employee furnished evidence to the Director that there is proper justification for extension. 5. Employees shall not accept employment elsewhere while on leave of absence unless agreed to by the District. Acceptance of employment or working for another employer while on a leave of absence without the District's consent shall result in immediate and complete loss of employment, without recourse to the "concerns procedure". 6. No employee shall accumulate seniority during an approved, unpaid leave of absence, except herein specified in this Agreement. 7. Upon return of an employee from a leave of absence, he/she shall be employed at work generally similar to that which he/she did last and at the prevailing rate of pay for that job, or where his/her seniority would allow him/her to be placed. 8. Any employee on a leave of absence for any reason, including but not limited to illness, who does not return to work at the conclusion of such leave, shall cease to be an employee and his/her seniority shall automatically be terminated. <p>Medical Leaves of Absence</p> <ol style="list-style-type: none"> 1. If any employee is ill and does not have sufficient sick day credits to cover an absence from normal job functions due to illness, he/she may apply, in writing, for an unpaid leave of absence for up to a ninety (90) day period renewable for good cause shown by the employee, but not renewable for longer than eighteen (18) months from the first date of illness. 2. Leaves requested due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and the reason therefore. The district may request a second medical doctor's opinion using a doctor of the district's choice. 3. No employee shall return to work prior to the expiration of his/her leave unless otherwise agreed to by the employer and with written medical doctor's statement that the employee is able to return to work. The district may require a second medical doctor's opinion using a doctor to the district's choice. The driver will be paid for all regularly scheduled runs or trips missed while awaiting the second medical opinion, if the opinion finds them able to return to work. 4. Employees absent from work due to claimed illness or otherwise shall inform the District of such absence by telephone one (1) hour prior to their starting time if practical. 5. An employee who is to be absent due to claimed illness must indicate the duration of such absence and must report his/her daily status unless specifically excused from reporting. Notice to designated person must be given at the earliest opportunity but no later than One (1) hour before commencement of work unless there are extraordinary circumstances. The hours provision may be shortened by practice in a particular employee group to provide sufficient coverage opportunity. 6. Maternity leave shall be treated as any medical illness leave of absence. <p>Educational Leave</p>
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	<p>An unpaid leave of absence may be granted subject to the conditions herein set forth in this Article for educational purposes provided that the course of study will be such as to assist the employee in developing additional skills, which can be used in the course of such employee's employment with the Board.</p> <p>Military Leave</p> <ol style="list-style-type: none">1. Any employee on the seniority list inducted into the armed forces of the United States within the meaning of the Selective service Act of 1967, herein called the Act, or a similar federal law in the time of National Emergency who, within the meaning of the Act, satisfactorily completes his/her period of service, shall upon termination of such service and consistent with such Act, be re-employed in the line with his/her seniority, at the then current rate for such work, provided he/she has been honorably discharged or released for medical reasons from such service, is physically able, in the opinion of the Board's Doctor, to perform the work within ninety (90) calendar days of the date he/she is discharged or otherwise separated from such service in the Armed Forces of the United States; provided further that it is not the intent of the parties hereto to require that the Board provide any right or assume any duties or obligations specifically set forth in applicable federal law.2. Whenever an employee who is a member of a Military Reserve Unit is called to active duty during his/her work year, he/she shall be paid the difference between his/her regular salary and the allowance excluding expenses of mileage and meals of the State of Michigan or other governmental authority for such active service. If such difference be less than he/she would receive for a comparable time worked for the Board of Education. Before such payment shall be made, the employee shall file with the Superintendent or his/her designee a letter from his/her Commanding Officer stating the period of active duty and the allowance by the State of Michigan or other governmental authority for such service.
Work Schedule	<ol style="list-style-type: none">1. It is recognized and understood that deviations from the forgoing regular schedules of work may be necessary and may unavoidably result from several causes, such as but not limited to rotation of shifts, vacation, leaves of absence, weekend and holiday duty, absenteeism, employee request, temporarily shortage of personnel and emergencies, provided that the employer agrees to provide Twenty-four (24) hours advance notice of any schedule shift change except in cases of an emergency situation. No such deviations shall be considered a violation of this contract.2. There will be no regular workday or regular workweek for substitute or temporary employees.3. The statements in this Article shall not be constructed as a guarantee of specific number of hours per week or day.
Overtime	<ol style="list-style-type: none">1. Overtime pay shall not be pyramided, compounded, or paid twice for the same hours worked.2. For the purpose of computing overtime wages, all time worked exceeding forty (40) hours within one week shall be paid one and one-half the regular hourly rate or the extra activity trip rate if the hours in excess of forty are extra activity trip hours.3. Any such overtime worked shall be authorized by the Superintendent or his/her designee <u>prior</u> to performing any work at the overtime rate.4. For the purpose of computing weekly overtime only, hours worked will include all paid whole or part days, which an employee receives.

<p>Bus Doubles/Driver Reassignment</p>	<ol style="list-style-type: none"> 1. Drivers assisting with a bus double will be given a share of the absent driver's pay depending on how much of the route is covered. For example, if the Bus 1 driver is absent, and Bus 2, 4, 10 and 11 help out equally; all drivers will receive an extra 0.25 hour pay. If only 3 drivers help out and one driver does a majority of the bus route, that driver will get 0.50 hours pay while the other 2 drivers receive 0.25 hours pay. 2. A driver taken off of their regular scheduled run will receive 0.25 hours pay extra for covering a different route. 3. For example, if the driver of bus 1 is pulled to cover bus 7 so that we can have a bus double for bus 1, the driver of bus 1 will receive an extra 0.25 per hour for the inconvenience.
<p>Distribution of Extra Activity Trips (Everything except skill center, pick-up, and take home of students)</p>	<ol style="list-style-type: none"> 1. It is agreed by the parties that in the event the School Board or its designee has requested of every employee on the extra trip list to drive the extra trip, or late trip, and all the employees have refused, the School Board or its designee shall have the discretion to require the least senior employee within the bus driver classification to drive the extra trip or late trip or select a probationary, third-party, or substitute bus driver to drive the extra trip or late trip. 2. Any regular runs lost by taking an extra activity trip shall be paid at the regular hourly rate of pay. 3. All hours worked, refused, or paid in the driving classification shall be charged for regular runs and extra trips. 4. The parties agree to the following procedure: All Eligible Drivers in the Association and third party employees shall have their name placed on an extra activity trip list by seniority. <ol style="list-style-type: none"> a. The bidding process for the extra activity trips will begin each school year with the highest seniority driver. The bidding will continue through the seniority list until all drivers have has an opportunity to bid and all trips are chosen. The next bid will begin with the next senior driver in the rotation. b. The bidding process will occur bi-monthly on the Thursday before the start of the two (2) week period. The employer will post all known scheduled trips two (2) days before the bidding Thursday. Any trips posted after the bidding Thursday will be considered late trips. The next driver in rotation will have first bid. If more than one late trip occurs during the two (2) week bid, bidding will continue with the next senior driver in rotation. c. During the summer break all trips will be offered to the highest seniority bus driver. If refused, the next senior driver will be offered the trip and so forth. Any canceled summer trips does not give the driver a cancellation for trip bid. 5. Cancellations: If the employer cancels an extra activity trip, the driver scheduled will go to the top of the rotating list. If two (2) trips are canceled during the two (2) bid weeks, the most senior top driver canceled will go to the top of the rotating list and so forth. Drivers will cancel at least twenty-four (24) hours in advance of their scheduled leave time, failure to give 24 hour notice will result in a loss of first round pick on trip bid except in case of an emergency. If a driver cancels, the next driver in rotation will be asked. If refused, the process will continue until a driver accepts or all drivers have refused. If the driver is already scheduled for an extracurricular trip, they do not lose their run in rotation. A driver who refuses the employer's late posting will lose their rotation. A driver who cancels the second time in a one month period will lose their opportunity to bid on the next trip bid. 6. All new bus driver employees shall be placed on the extra activity list after having completed their probation, starting with the next two (2) week bid period. 7. It is agreed that in the event that all bus-driving employees have refused an extra activity trip (including all probationary and substitute employees) the School Board or its designee shall have the discretion to require the least senior employee within the bus driver classification, to drive the extra trip. 8. Drivers who are out on sick leave or leave of any kind the day of the trip bid will not be allowed to bid.

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Reporting Time	<ol style="list-style-type: none"> Employees shall report at their specified starting time of their shift and not leave without permission, except in an emergency situation, until their specified quitting time of their shift. Drivers are expected to arrive in time to allow proper per-trip functions and to leave at their regularly scheduled departure for all regular runs and extra activity trips. Employees who must leave the premises at any time for any reason shall inform their supervisor of the reason for leaving their destination and estimated return time. They shall secure their supervisor's permission prior to leaving with the exception of unpaid lunch period. For all employees, the work hour shall be broken down into 4-15 minute segments. An employee shall be noted as late for work if he/she does not report ready for work at his/her station at his/her starting time. If the employee reports for work late six (6) minutes or more, he/she will be docked in major segments of ¼ of an hour for each fifteen (15) minutes that the employee is late. If an employee is more than thirty (30) minutes tardy without notifying his/her supervisor, his/her supervisor may send him/her home for the balance of that working day, in which event, he/she shall not receive any pay for that day. Continued tardiness may result in the dismissal of the employee. Drivers arriving too late to allow for proper pre-trip functions and to depart at the regularly scheduled time will be considered tardy and may be sent home for the balance of that working day, in which event he/she shall not receive any pay for missed runs. Continued tardiness may result in discipline, up to, and including the dismissal of the employee. Employees call in based on the following: <ol style="list-style-type: none"> Morning runs before 5:15 a.m. Preschool before 8:30 a.m. Afternoon runs before 12:15 p.m. <p>Call Procedures:</p> <ol style="list-style-type: none"> Transportation Supervisor – if unable to reach, leave a message and call #2. Central Office Secretary – call until contact is made.
Cancellation, Delay and Reporting Pay	<ol style="list-style-type: none"> In the event that the start of school is delayed, drivers will be compensated only for work performed. If school is canceled, drivers will be compensated for their regular runs up to a maximum of six (6) days each school year. Drivers scheduled to take extra trips are expected to be here at the posted arrival time which is fifteen (15) minutes before the scheduled departure time. If an extra trip is canceled, and the driver has the opportunity to drive their regularly assigned runs, they will do so and be paid at their regular rate. If an extra trip is canceled and the driver does not have the opportunity to drive their regularly assigned runs, they will be paid their regular rate for the runs missed. In the event a non-school day trip is canceled less than one (1) hour before the scheduled punch in time, the driver will be paid two (2) hours reporting pay at the extra activity trip rate or at least the equivalent time required to perform the trip.
Breakdown Time	A bus driver required to remain with his/her bus after a breakdown shall be paid at their regular hourly rate for all time the driver is required to stay with the bus. The employer is to determine if the bus driver is to remain with the bus.

Wage Increase Schedule	<table><tr><th>Audited General Fund Balance</th><th>Compensation Formula</th></tr><tr><td>General Fund Balance less than 10%</td><td>Freeze in Salary and No Step Increase</td></tr><tr><td>General Fund Balance equal to 10%</td><td>Step Increase</td></tr><tr><td>General Fund Balance equal to or greater than 11%</td><td>0.75% (0.0075) increase to the base</td></tr><tr><td>General Fund Balance equal to or greater than 12%</td><td>An additional 0.75% (0.0075) increase to the base (cumulative gain of 1.5% (0.015%) to the base</td></tr><tr><td colspan="2">In the event another employment group negotiates any deviation from this table, the group will be allowed the opportunity to renegotiate for a similar structure.</td></tr></table>	Audited General Fund Balance	Compensation Formula	General Fund Balance less than 10%	Freeze in Salary and No Step Increase	General Fund Balance equal to 10%	Step Increase	General Fund Balance equal to or greater than 11%	0.75% (0.0075) increase to the base	General Fund Balance equal to or greater than 12%	An additional 0.75% (0.0075) increase to the base (cumulative gain of 1.5% (0.015%) to the base	In the event another employment group negotiates any deviation from this table, the group will be allowed the opportunity to renegotiate for a similar structure.												
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Hotel Accommodations	<p>1. In the event the bus driver is required to spend the night at the extra activity, the employer agrees to provide the bus driver with a hotel or motel room at no cost to the bus driver. Bus drivers will be expected to share the hotel or motel room with bus drivers or staff of the same sex. Bus drivers are not expected to share a room with students or staff or bus drivers of the opposite sex.</p> <p>2. Bus drivers shall be reimbursed, on a district approved form, at the Board policy rate for overnight stays during an extra activity trip.</p>																							
Holidays	<p>1. All school year employees will receive the following paid holidays each year: Labor Day (in the event the start of the school for students begins prior to Labor Day), Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day, Good Friday, and Memorial Day.</p>																							

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	<ol style="list-style-type: none"> 2. All school year employees will only celebrate and be paid for the Columbus Day and/or Washington's Birthday holiday if schools are closed and celebrating Columbus Day and/or Washington's Birthday as a holiday. In the event, Montrose Community Schools are closed for Columbus Day or Washington's Birthday and the bus drivers driving skill center or handicap runs are required to drive on these days because the skill center or where the handicap are taken is open, these bus drivers will be provided an additional day off with pay for each day worked. 3. Any school year employee working beyond July 4th will receive holiday pay for the July 4th holiday. 4. Employees shall receive in holiday pay for each holiday they are entitled at their currently hourly rate times the hours the employee would have worked that day, had it not been a holiday excluding there from extra runs. 5. To be eligible for holiday pay, an employee must: <ol style="list-style-type: none"> a. Have attained seniority on the date the holiday occurs. b. Completed the employees last regularly scheduled workday prior to and the employees first scheduled workday subsequent to the holiday; unless the employee has prior written approval (no less than one week prior to the holiday) by the superintendent and/or transportation supervisor. The employee can request off no more than one holiday per school year and must meet the following. <ol style="list-style-type: none"> i. Have personal time available for the requested time off. ii. Not leave the district in a hardship of doing more than one bus double. iii. First request will be granted. If more than one employee asks for the same time period off, the drivers who have most recently extended their holiday shall have their requests denied. 6. In the event a holiday falls on Saturday, it will be observed on the Friday before. In the event a holiday falls on a Sunday, it will be observed on the following Monday. 7. An employee on a paid sick leave will receive pay for holiday and it will not be charged against said employee's sick days. 8. An employee on a paid leave will receive holiday pay providing it occurs during a leave period.
Sick Time Accrual	<ol style="list-style-type: none"> 1. Each covered employee shall receive credit for eleven (11) days sick leave per year. Employees may accumulate unused sick leave days without limit. Covered employees shall receive sick leave pay for each day they are entitled at their current hourly rate times the average daily number of hours worked excluding any extra trip. 2. School Year employees will receive four (4) personal days per year. School Year employees with five (5) years of seniority will receive five (5) personal days per year. Should these days not be used, they will be paid out at the end of the school year. Employees may use personal days as sick days if all sick days are used. 3. After five (5) or more years of employment with the employer, if the employee voluntarily quits, retires or has their position eliminated, the employee will be paid one-half (1/2) of the accumulated sick hours they have at the time they terminate times the following hourly rate of current minimum wage. 4. An employee may be moved to a sub position in the event they exceed their allotted sick or personal time. The employee shall be temporarily moved to the bottom of the seniority list for the remainder of the school year if they exceed their allotted sick or personal time. During this time they will maintain their rate of pay. 5. The Director of Transportation makes decisions regarding approval of Leave of Absences without pay. Employees may appeal the decision with the final outcome to be determined by the superintendent.

Bereavement Leave	In the event of a death in the employees immediate family which is defined as the employee's spouse, children, mother or father, or equivalent mother-in-law, father-in-law, brother, sister, grandparents, grandchildren or any relative living in the employees home, employee shall be entitled to up to three (3) days bereavement leave with pay (these will be deducted from sick pay). An employee may use up to two (2) additional of their sick days as bereavement leave in the event of death in their immediate family. Additional sick leave can be used for additional bereavement leave upon approval of the superintendent.
Attendance Incentive	<ol style="list-style-type: none"> 1. Drivers shall receive an additional one hundred dollars (\$100) during each two-week pay period they work all scheduled runs. 2. Two-week pay period must have five days scheduled to work 3. Drivers must work all assigned bus runs (AM and PM) during the pay period to receive the bonus. This doesn't include ECDD and GSRP runs. 4. Any driver that misses time for any reason will not be eligible for the bonus during that pay period. 5. Each week exists individually. Days/bonuses do not carry over from one pay period to another.
Closure/ Inclement Weather	When school is not in session due to inclement weather, Transportation Workers shall be paid their regular hours up to an Equivalent to MDE Language.
Jury Duty	<ol style="list-style-type: none"> 1. Any employee who is called to and reports for jury duty shall be paid by the Board for each day partially or wholly spent in performing jury duty. If the employee otherwise would have been scheduled to work for the Board and does not work, an amount equal to the difference between the employee's regular straight-time hourly rate, exclusive of shift, and any other premium for the number of hours that he/she otherwise would have been scheduled to work, but in the event greater than eight (8) hours any day and two (2) the daily jury duty fee paid by the court (not including travel allowance or reimbursement or expense). In order to receive payment under this section an employee must give duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty. 2. During the period when an employee is performing required jury duty service or is required to serve as a witness as a result of being served with a subpoena except in any action initiated by the employee or employee group, the Board will pay the difference if any between his/her fees for jury service or witness service, (not including travel allowance or reimbursement of expense), and the pay he/she would have received had he/she worked his schedule shift during his/her period of jury duty or witness service, provided that the employee gives the Board prompt notice of his/her call for jury service, and thereafter provided evidence of the payment he/she received for it.
Resignation	All employees shall provide written notice of their effective date of resignation fourteen (14) days prior to the termination of employment. Resignations shall be submitted to their immediate supervisor.
General Provisions	<p>Procedures for extra activity trips</p> <ol style="list-style-type: none"> 1. A driver who drives an overnight event will receive a stipend of \$100 additional pay along with drive time. 2. In the event more than one bus is involved, all drivers will return on one bus. 3. Buses should return before expected loading time for the return trip, but not over one (1) hour before. 4. If waiting time is such that a return to the garage is called for and the driver wishes to stay and observe the activity, the driver will be paid for both trips. <p>Duration at runs</p> <ol style="list-style-type: none"> 1. Drivers will be paid according to the runs/hours assigned through the bidding process at the beginning of the year. The district will require every driver to wash his/her bus once per week. To receive pay, the driver needs to sign off on the bus-washing log. If

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a driver does not wash their bus, or the supervisor has not been notified, they are not entitled to the ½ hour pay per week.

2. After the initial bidding process at the beginning of the year, a minimum of one (1) hour, which includes pre-trip, shall be allowed per each run and this shall include the time necessary to clean and maintain the bus, unless some other length of time is allowed for particular runs. If a run consistently runs ten (10) minutes into the next quarter hour segment, and all efforts have been made to equalize the run, the driver will be paid an extra quarter hour segment. Fifteen (15) minute warm-up time shall be allotted daily to each regular and kindergarten run. The fifteen (15) minutes is to be paid in the a.m.

Arranging regular bus runs

Regular bus runs are to be arranged by the Bus Supervisor. Consideration will be given to discipline problems on the various routes when assigning routes to each driver. In the absence of any overriding consideration, seniority drivers shall have first consideration when the need to assign a driver to a regular run occurs. There will be a list of seniority drivers kept by the Bus Supervisor for inspection at any time by the drivers.

Discipline on School Buses

1. All school discipline policies are recommended by the school administration and approved by the Board of Education
2. A written policy relative to the procedure relating to school bus discipline cases shall be printed and given to the bus drivers before the opening of school in September.
3. In the event a bus driver is called in by the Employer to discuss a student problem with the parent and administrator or to meet with a police officer regarding a traffic issue, the bus driver will be paid a maximum of one (1) hour of pay at their current rate of pay.

Personnel Policies

All policies in the Board of Education Policy Book are incorporated by reference as if they were fully and completely set forth and are a part of this agreement except in cases of conflict in which case the terms of the agreement prevail.

Extra Trips

1. A schedule for time to leave the bus lot shall be posted for each trip.
2. A time clock shall be used to determine length of the trip.
3. Bus is to be swept and ready for the next usage.
4. Extra trips, as well as regular runs, require the driver to maintain discipline to conform to all safety standards.
5. Regular bus drivers shall be permitted to drive extra trips even though they are scheduled to handle regular runs during the same period of time the extra trip is scheduled.
6. All bus drivers required to or requested to take extra trips of one hundred fifty (150) miles round trip may be given a cash allowance of twenty-five (\$25) dollars for fuel.

Bus Driver's License

The Employer agrees to pay the regular bus driver the difference between a regular driver's license and a license and certification required for continued employment as a bus driver with the school district.

Cleaning of Buses and Route Sheets

1. Drivers are to be paid three (3) hours in the beginning of the school year to clean and prep the assigned bus at regular hourly rate. Drivers will be paid two (2) hours on years the district gets new busses.
2. Drivers assigned to 4 ¼ hours or less are to be paid three (3) hours at regular hourly rate of pay for preparing their route sheets.
3. Drivers assigned to more than 4 ¼ hours are to be paid four (4) hours at regular hourly rate of pay for preparing their route sheets.

	<p>4. Route Sheets are to be updated biannually (October 1st – February 1st). One (1) hour pay for October and thirty (30) minutes pay for February at regular hourly rate of pay for updating of route sheets if time is not allowed during the normal school day.</p> <p>Bus Driver Clothing Bus drivers will be provided a new coat with names and school logo under the following conditions:</p> <ol style="list-style-type: none"> 1. Drivers will receive a new coat every even numbered year. 2. The purchasing of a coat shall be in October every even numbered year and rotate between a heavier winter coat and lighter spring coat. 3. The coat received during 2018 will be a heavier coat. 4. To receive a coat the employee must have successfully completed their probation period. 5. Bus driver coat allowance should not exceed \$150.00. <p>Notice of District Policies and Guidelines All Employees have complete access to all District policies and guidelines, which are posted on the District's webpage. Specific policies are referenced below:</p> <ol style="list-style-type: none"> 1. 4170 – Substance Abuse 2. 4170.01 – Employee Assistance Program (EAP)
Additional Assignments	<ol style="list-style-type: none"> 1. One bus driver will be responsible for maintaining the bus garage floors, drains and shoveling out the dirt traps. The bus driver will receive one (1) hour pay for these duties weekly. Any additional duties requested by the supervisor will be paid according to the job/task performed. A record of duties will be turned in to the transportation supervisor weekly and will be paid accordingly. 2. One bus driver will be the Head Bus Driver. Their specific Duties include (but not limited to): <ol style="list-style-type: none"> a. Assisting in developing or changes of existing bus runs b. Bus Route Bidding/Trip Bid c. Reviewing questionable bus stops d. Van scheduling and fueling of vans e. Assisting with splitting runs for bus doubles f. Assisting drivers when the director of transportation is not available. g. Compensation: Paid 1 hour per day based on a stipend of \$25.00 per hour in addition to his/her regular rate of pay.
Health Insurance (Plan Year July-June)	<p>The District will provide medical insurance as detailed below according to the Board's annual election of paying up to the determined hard cap.. Within those parameters, each School Year employee shall elect pursuant to the terms of a school district sponsored cafeteria plan, one of the following options:</p> <ol style="list-style-type: none"> 1. Medical insurance coverage equal to that received by custodial employees for each employee who regularly works seven (7) or more hours per day. 2. Cash option in the amount of \$60.00 per month (from which applicable withholdings will be made) if the employee averages five (5) or more hours work per day on a regular basis excluding extra runs or, if applicable, cash option in the amount of \$50.00 per month (from which applicable withholdings will be made) if the employee averages less than five (5) hours work per day on a regular basis excluding runs: or 3. District-paid premiums equal to the cash option amount in (b) above to be applied toward the purchase of qualified benefits under District-sponsored welfare plans including, but not limited to, long-term disability, short-term disability, or group term life insurance. The employee must elect to pay the remainder of the required premium for qualified benefit by means of compensation reduction pursuant to the terms of a cafeteria plan. <p>No employee who is already enrolled in comparable medical insurance coverage as a dependent or otherwise may elect option (a) under the school district's cafeteria plan. Elections of option (c) shall be available to the extent that the insurer cooperates with the district in the administration of such an option</p>

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Physical Exams	<ol style="list-style-type: none">1. If a statement of freedom from communicable tuberculosis is required by law, said statement shall be filed with the employee's personnel file within four (4) days after employment.2. It shall be required that bus drivers be given annual physical examinations by a physician of the District's choice. The Board shall pay the cost of such required physicals.
New Hires	All new hires are hired through a contracting company. The district will strive to get those employees the same compensation, sick and personal day accruals, holiday and snow day pay, and uniform allowance. All existing employees have the option of becoming employed by a contracting company.
Savings	Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court or competent jurisdiction, Michigan Employment Relations Commission (MERC) or other established or to be governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement and the parties may enter into collective bargaining to replace the invalidated provision.
Current District Employees	Mickie Gifford and Vickie Lake
Please Note: The carrier of all insurance coverage is determined by Montrose Community Schools.	
All benefits shall be prorated and based on the actual number of days employed during the program year; i.e., new hires would have their PTO benefits pro-rated based on their hire date.	

Linden A. Moore, Superintendent

Signature

Date

Mickie Gifford, Bus Driver

Signature

Date

Vicki Lake, Bus Driver

Signature

Date

Montrose Community Schools Board of Education Date Approved 3/18/2024

Addendum	Wage scale reflect if General Fund Balance is equal to or greater than 12% at the end of the 2024-25 School year audit.					
Wage Schedule 2025-26 provided the district fund equity is 12% or greater.	Baseline Wage Schedule INCLUDES the Above Formula FOR the 2025-2026 School Year Each Step is an Increase of 3.5% *Definition provided in Article II					
	DRIVERS 2025-2026	New Hire	<u>Step 1</u> One Year Experience	<u>Step 2</u> Two Years Experience	<u>Step 3</u> Three Years Experience	<u>Step 4</u> Four Years Experience
		\$17.31	\$17.91	\$18.54	\$19.19	\$19.86
	Hourly Wage for All Extra Activity Trips and Subject to the Above Formula Beginning with the 2025-2026 School Year					\$15.98
	Baseline Wage Schedule Subject to the Above Formula Beginning with the 2025-2026 School Year					
	BUS AIDES 2025-2026	New Hire	<u>Step 1</u> One Year Experience	<u>Step 2</u> Two Years' Experience		
\$12.55		\$12.87	\$13.20			
Addendum	Wage scale reflect if General Fund Balance is equal to or greater than 12% at the end of the 2025-26 School year audit.					
Wage Schedule 2026-27 provided the district fund equity is 12% or greater.	Baseline Wage Schedule INCLUDES the Above Formula FOR the 2026-2027 School Year Each Step is an Increase of 3.5% *Definition provided in Article II					
	DRIVERS 2026-2027	New Hire	<u>Step 1</u> One Year Experience	<u>Step 2</u> Two Years Experience	<u>Step 3</u> Three Years Experience	<u>Step 4</u> Four Years Experience
		\$17.57	\$18.18	\$18.82	\$19.48	\$20.16
	Hourly Wage for All Extra Activity Trips and Subject to the Above Formula Beginning with the 2026-2027 School Year					\$16.21
	Baseline Wage Schedule Subject to the Above Formula Beginning with the 2026-2027 School Year					
	BUS AIDES 2026-2027	New Hire	<u>Step 1</u> One Year Experience	<u>Step 2</u> Two Years Experience		
\$12.74		\$13.06	\$13.39			