Agreement

between

DEXTER COMMUNITY SCHOOLS

7714 Dexter-Ann Arbor Road

Dexter, MI 48130

BUS DRIVERS/BUS MONITORS

and

WEST WASHTENAW BUS DRIVERS AND MONITORS ASSOCIATION

2531 Jackson

Suite 166

Ann Arbor, MI 48103

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ARTICLE 1

PURPOSE

(1) Purpose

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours and working conditions.

ARTICLE 2

UNION RECOGNITION, AGENCY SHOP AND CHECK OFF

(1) Union Recognition

(a) The Board hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours and conditions of employment.

(b) The term "employee" as used herein shall include all regularly employed bus Drivers and monitors, excluding: supervisors, substitutes and all other employees.

(2) Agency Shop

(a) If any provision of this Article is declared invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

(b) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

ARTICLE 3

NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the areas of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, sex, age, religion, or national origin.

ARTICLE 4

VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided, that said observation shall not be in areas or in a manner, which would disrupt orderly operations. The Board may require that any and all requests be in writing.

ARTICLE 5

EMPLOYER RIGHTS

(1) Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the Michigan Revised School Code, or any other laws or regulations. Except as is otherwise specifically provided in this Agreement, all the rights, powers and authority the Employer had prior to this Agreement are retained by the Employer.

(2) It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

(a) Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Employer.

(b) Continue its rights of assignment and direction of personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change work or school hours or days as well as transportation time schedules.

(c) Direct the working forces, including the right to hire, promote, suspend and discharge Employees, transfer Employees, assign work or duties to Employees, determine the size of the work force and to lay off Employees.

(d) Determine the services, supplies and equipment necessary to continue its operations and to determine all standards of operation, the means, methods and processes of carrying on the work.

(e) Determine the qualifications of Employees, including physical and mental conditions. In making determinations regarding the physical and/or mental condition of an Employee, the Employer shall rely upon the diagnosis and prognosis of physician(s), psychiatrist(s) and/or psychologists who have evaluated the Employee’s ability to perform his position responsibilities.

(f) Determine the placement of operations, services, and maintenance, contracting or distribution of work.

(g) Determine financial policies and procedures.

(h) Determine job content, job descriptions and the essential and marginal functions of jobs within the bargaining unit.

(i) Determine the size of the management organization, its functions, authority, and amount of supervision and table of organization.

(j) Determine the policy affecting the selection, testing or training of Employees.

(k) Establish courses of instruction and in-service training programs for Employees.

(l) Plan, alter, modify, change or discontinue bus routes and/or the assignment or reassignment of buses to routes.

(m) Adopt work rules, standards and regulations not in conflict with the terms of this Agreement.

(n) When hiring new employees to a vacant WWBDAMA position, management has the right to place the new employee on any pay step (year) on the pay scale of the vacant position on Appendix A.

(3) The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, 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 by the specific and express terms of this Agreement.

ARTICLE 6

SAFETY

The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, in accordance with the Occupational Safety and Health Act, State and Local regulations.

ARTICLE 7

JURISDICTION

(1) Persons not covered by the terms of this Agreement shall not perform work covered by this Agreement except as herein below specified:

(2) The Transportation supervisor, trainer and mechanics may continue to perform the duties they have historically performed.

(3) The Board may continue to make its buses available to the Summer Recreation Program to be directed by Community Education, provided the buses are driven by a Dexter fully certified driver.

(4) The Transportation supervisor, trainer and mechanics may perform work for the purpose of instruction.

(5) Part time substitute driver positions may perform work covered by this agreement as long as this work does not diminish hours or time from unit members.

(6) The District and the Union recognize the intent of the parties to utilize District transportation services to the fullest extent possible. However, the Union recognizes that from time to time, circumstances may arise which may create, as an operational necessity, a need for the District to utilize the transportation services of a third party or outside contractor. The parties acknowledge that if the circumstances dictate, the District will be permitted to utilize such services.

The determination of whether an "operational necessity" exists will be at the sole discretion of the District and will take into consideration factors, among others, such as the number of students to be transported on a given day/occasion, the number of events requiring transportation services in a given day, the distance to be traveled, and the length/duration of a particular trip.

ARTICLE 8

UNION OFFICERS

(1) The bus drivers/bus monitors shall be represented by a President, Vice President, and a Secretary/Treasurer who shall be chosen or selected in accordance with the bylaws of the West Washtenaw Bus Drivers and Monitors Association. The Union shall notify the Board in writing as to the names of the persons who are elected as Officers.

(2) All Officers shall participate in negotiations. Every effort will be made to schedule meetings at convenient times. Officers will be paid for their time only if management called the meeting.

(3) During their terms of office, the Officers shall be deemed to head the seniority list for the purpose of lay-off and recall only, provided there are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status.

(4) Any newly hired employee shall be introduced to the Officers, in order that such newly hired employee may be added to the Officers' record, or the Officers shall be supplied with the following information within the employee's first (1st) week of employment: name, address, date of hire and assignment.

ARTICLE 9

DEFINITIONS

(1) Definitions

(a) "Regular runs" shall be defined as those runs which are scheduled and driven on a daily basis, on a day school is in session. As much as possible, the board will make every effort to pair am and pm runs into make a regular run.

(b) "Extra Bus Runs" Extra bus runs are defined as any run, which is not scheduled on a daily basis, to transport students to a destination based on the need at that particular time.

(c) "Field Trip" A field trip for the purpose of this Agreement shall be any trip which involves the use of a school bus for the transportation of students except the regular transport of students to and from the regular school program, and the driver punches in and out specifically for such trip.

(d) A "Bus Driver" means a qualified Employee in the Bus Driver seniority classification who is assigned to one or more regularly scheduled runs, routes, or shuttles.

(e) A "Bus Monitor" means an Employee in the Bus Monitor seniority classification who is assigned to one or more regularly scheduled runs, routes, or shuttles.

(f) "Shuttles" are instances of transporting students from one school building where picked up, to another school building where dropped off. The bus driver assigned to a shuttle will be paid actual driving time if the shuttle is scheduled to depart or finish within 30 minutes of the beginning or end of his/her regular run and the driver will remain on duty time continuously. Shuttles are for the purpose of transporting students within the district.

(g) Positions designated as Utility Driver shall be included in the Bargaining Unit, with the same contract provisions as a regular driver. The position shall be filled by the posting/bidding process. See job description in Transportation Handbook for detailed information.

(h) A unit member shall be assigned as a "trainer" at the discretion of the Transportation Supervisor and will be paid at the highest step for a bus driver while training. The position will be posted during the school year.

(i) A "School Year" runs from July 1 – June 30 in accordance with the District fiscal calendar.

ARTICLE 10

STRIKE PROHIBITION/LOCKOUT

(1) The Union recognizes that strikes, as defined by Section One of Public Act 336 of Michigan, as amended, are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of education, without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement it will not direct, instigate, participate in, encourage or support any strike against the Board by any member or group of members, which is contrary to law. The Board agrees that during the term of this Agreement, they will not lock out the employees covered by this Agreement, except when school is not in session due to action taken by any other employee group of the Board who is not covered by the terms of this Agreement.

ARTICLE 11

SENIORITY

(1) Seniority

(a) A newly hired permanent employee shall be on a probationary status for thirty (30) working days taken from and including the first day a full time position is awarded after meeting the requirements for full time driver or monitor. If at any time prior to the completion of the thirty (30) working day probationary period, the employee's work performance is unsatisfactory, the Board may dismiss the employee during this period without appeal by the Union or probationary employee. In the event that a newly hired permanent employee has already successfully served a probationary period as a driver in Dexter, the probationary period may be waived.

(b) Probationary Employees who are absent on scheduled work day(s) shall work additional day(s) equal to the number of day(s) absent, and such Employees shall not have completed their probationary period until these additional day(s) have been worked.

(c) Employees shall be laid off and recalled according to their seniority in their classification.

(d) An employee will lose their seniority for the following reasons:

1. The employee resigns.
2. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
3. The employee retires.
4. The employee is laid off for a period of one (1) year.

(e) Seniority shall continue to accumulate, up to a maximum of one (1) year, with the bargaining unit for an employee who transfers to a supervisory position within the School District that employee having the right to exercise his/her seniority and return to the bargaining unit, in the event that he/she vacates his/her supervisory position. To be eligible to return to the same seniority position,

he/she must be a member in good standing with the West Washtenaw Bus Drivers and Monitors Association.

(f) Drivers shall meet and continue to meet all state and federal mandated requirements to maintain certification.

(2) Seniority Classifications

The seniority classifications recognized under this Agreement shall be: Bus Driver and Bus Monitor. All seniority under this Agreement shall be by classification. Seniority may be exercised only in the classification in which it is accumulated.

(3) Seniority Defined

Seniority shall be defined by the date a driver is fully certified and legally able to completely perform all functions of a full time Dexter School Bus driver or full time Dexter School Bus Monitor. This is also the date that the driver is able to register for the Beginner Bus Driver Training. If two (2) or more Employees have the same seniority date**,** the Employee having the first hire date (defined as the date and time on which an employment offer in a classification was extended and accepted), shall be deemed the most senior.

Seniority in classification shall begin to accrue as of the date of entry into that classification, except for a probationary employee, in which case seniority shall only begin to accrue after the completion of the probationary period in that classification, as specified in (2) above. Movement from one classification to another shall not terminate seniority that the Employee has previously accumulated in the other seniority classification under this Agreement, provided there has not been a break in continuous employment. Seniority shall be retained but will not continue to accrue in the Employee's former classification.

(4) Seniority Lists

(a) The Employer shall prepare and maintain a single seniority list, copies of which shall be furnished to the Union and to each Employee by October 15. The Union or any Employee alleging an error on the seniority list prepared by the Employer shall notify the Employer within thirty (30) days after receipt of the list. If no objections are received within that time as to the accuracy of the seniority list, the Employer’s list shall be regarded as conclusive.

The names (by classification) of all Employees in the bargaining unit at the time of the preparation of the seniority lists shall be listed in order of their service dates, starting with the Employee with the greatest amount of seniority at the top of each such list.

(b) The parties agree that the seniority dates mutually recognized and accepted by the Employer and the West Washtenaw Bus Drivers and Monitors Association (for those persons in the Bus Driver seniority classification) as of the date this Contract becomes Official are the seniority dates which were recognized for the purposes of implementing this Article as part of the initial collective bargaining agreement and shall be continue to be recognized for purposes of the development and maintenance of seniority lists under this Agreement.

(5) Military Leave

An Employee on military leave for service in the armed forces of the United States shall be reinstated upon completion of such service to their seniority status in accordance with the applicable laws.

ARTICLE 12

BIDDING, VACANCIES AND TRIPS

(1) Bidding of Runs

(a) Prior to the start of each school calendar year there shall be an orientation assignment meeting at which attendance by each bus driver/monitor is required. Each bus driver/monitor shall be paid actual time for the time required to be present at this meeting, but not less than two (2) hours pay for drivers and two (2) hour pay for monitors. At this meeting, the drivers will be given the opportunity to bid on any runs that have become vacant since the conclusion of the previous assignment meeting. When all of the bids have been received, the Board shall then assign those open runs to the drivers who have indicated their desire to be placed on those runs, based on their seniority within their classification.

(b) Bus drivers/bus monitors shall be paid at their regular straight time hourly rate for attendance at any other meetings of bus drivers/bus monitors for which attendance is required.

(c) In the event a regular run vacancy occurs subsequent to the orientation bid meeting and is filled with a non-bargaining unit substitute, there shall be second bid meeting conducted at the start of the second semester. There will be an end of September bid scheduled the last working day of September to fill any open positions. In the event a regular run vacancy occurs subsequent to the September bid meeting and is filled with a non-bargaining unit substitute, there shall be a second bid meeting conducted in January.

(2) Bus Run Vacancies

(a) In the event that additional vacancies occur after the start of the school year, such vacancy shall be posted on the employee's bulletin board within five (5) working days from the date of the vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy. The senior (qualified if Special Education Run) driver making application shall be transferred to fill the vacant bus run. Subsequent vacancies occasioned by transfer of the senior driver will be filled by a substitute driver until the next assignment meeting at which it will be posted for bid. To be eligible to fill any Special Education, or Vocational Education vacancy the driver must have signed up on the list at the bid meeting. If you have an absence excused by the Transportation Supervisor and are unable to attend the bid meeting, you may sign the list on the next day you are at work.

(b) A driver shall be allowed to arrange split coverage of a mid-day Special Ed/ECSE run with the next most senior driver who has continually substituted on a mid-day Special Ed/ECSE run and bids to do so. The drivers involved in split coverage of a mid-day Special Ed/ECSE shall arrange a regular schedule with the Transportation Supervisor. Also, each driver shall be responsible to cover for the absences of the other, unless prevented from doing so by reasons

justifying absence on authorized leave days. Either driver involved in the split may subsequently decide to discontinue driving on the mid-day Special Ed/ECSE run permanently, and the run shall revert to the remaining driver or be posted as vacant if the remaining driver does not desire to drive entire run. In the event those drivers decline, the run shall then be posted for bidding and filled as prescribed in Section 2 of this Article.

(c) The Board will make the training required for the transportation of special education students available for all drivers who may have such student assigned to their bus.

(3) New Bus Runs

When a new bus run is created by the Board, such new run shall be posted and the new bus run shall be assigned on the same basis as provided for in Section 2 of this Article.

(4) Posting of Vacant or New Bus Runs

All vacant or newly created bus runs shall be posted in the following manner: the type of work, the starting date, the rate of pay, the bus number, the starting time and the approximate driving time.

(5) Temporary Vacancy

(a) In the event of a temporary vacancy, due to the absence of a regular driver, such temporary vacancy shall be filled by a substitute bus driver. Temporary vacancies are deemed to be temporary as long as the regular driver is off the job, but is due or scheduled to report back to their regular run.

(b) Any mid day runs needing to be subbed for more than five (5) work days shall be offered for seniority bidding. When it is determined that the regular driver will not be returning to their run or runs, those runs will then be considered to be vacant, and will be filled as specified in Section 2 and 7 of this Article.

(6) Establishing Runs

Nothing in this Article shall be interpreted as infringing upon the Board's right to determine all runs, the bus to be used on all runs, or the right to periodically adjust all runs.

(7) Driver Substitute List

(a) The assignments of regular drivers as substitute drivers for Special Education, Voc-Ed or ECSE run of five days or less, shall be on the basis of seniority and shall be rotated among all drivers who have signed up for such runs prior to them being assigned to substitute employees, provided the substitute run does not conflict with the driver’s regular run. The assignments of regular drivers as substitute drivers for Special Education runs, and Voc. Ed. shall be on the basis of seniority and shall be rotated among all drivers who have signed up for such runs. Drivers may sign up for such runs at each designated Bid Meeting. One list will be posted and maintained for the drivers interested in performing the above duties. These substitute driver assignments shall be limited to those runs which will provide an employee an increase in

earnings and does not conflict with current routes. Trading an employee's regular run for a substitute run of equivalent time will not be permitted.

(b) Any regular driver on the Special Education, Voc-Ed or ECSE substitute roster who refuses more than six (6) substitute assignments in each category they choose to substitute on, without a valid excuse, in each category will be removed from consideration for vacancies under Section 2 and/or 3 for the remainder of the school year.

(c) In the event an employee removes his/her name from either the Special Education, or Voc-Ed roster category on the list, they will not be considered to fill any vacancy under Section 2 and/or 3 for the remainder of the school year.

(8) Field Trips

(a) Field trips of at least one (1) hour duration shall be divided and rotated equally according to seniority among all regular bus drivers. The assignment for extra runs will be made by the Transportation Supervisor the Friday of the week prior to the week that the extra run is scheduled to be made.

Drivers who wish to drive the extra trips shall indicate to the Transportation Supervisor as to their intentions weekly, in order that the assignments can be made. The Transportation Supervisor shall then continue to rotate the entire extra trips among all of the drivers as described in the paragraph above. The Transportation Supervisor shall furnish the driver who is assigned a field trip written instructions as to the map route and any directions that would be beneficial to that driver. In the event that an assigned field trip is cancelled for any reason, that effected driver shall be placed on the cancellation list and offered the next available trip, regardless of field trip rotation seniority or the length of the trip. Payment for field trips shall be in accordance with the Trip Price made by the Transportation Supervisor and the Union President, or their designees. No trading of buses and/or trips.

(1) In the event a scheduled field trip is cancelled and the driver has begun service, the employee will be paid for actual time worked at their normal hourly rate, rounded up to the quarter hour, but nor to exceed the amount of the field trip rate for that trip. In addition, the total trip time is less than 2 hours, they will be placed on the cancellation list. If the total time earned is 2 hours or more, they will not be placed on the cancellation list they will be paid for time worked.

(2) If there are multiple buses requested for a fieldtrip and there is a cancellation, the last bus requested will be cancelled. If multiple buses are requested and one is a special needs bus, the special needs bus will be placed last on the trip list.

(b) The rate of meal allowance is included in the Trip Price.

(c) The bus driver must remain with the activity group at the field trip site unless authorized or directed to leave for purposes related to the proper functioning or operation of the bus or the activity. The bus driver shall be permitted up to 1 hour to obtain a meal while on the field trip at

regular meal times (lunch and dinner and breakfast), while maintaining contact with the person in charge of the field trip.

The meal must be obtained at a restaurant, cafe or fast food establishment (not a bar, tavern or lounge) within close proximity to the site of the activity and the bus driver must return to the site promptly upon completion of the meal. If the activity group is to have a meal as part of the trip, the bus driver shall take his/her meal at the same time and place. No time shall be deducted from the bus driver's pay for the time involved in obtaining and consuming the meal in compliance with this provision. The bus driver must respond immediately to an emergency or other conditions requiring bus service regardless of any provision contained herein.

(d) The Board shall post on the bulletin board a seniority list for all of the employees who desire to drive summer trips, and shall rotate the assignment of all such drivers based on their seniority.

(e) Drivers interested in driving buses for purposes other than student transportation shall be rotated among drivers on Field Trip list.

(f) A driver turning in a trip shall be penalized from acquiring additional trips until the conclusion of the next Monday through Sunday period by being ineligible to take trips, with the exception of approved funeral leave.

(g) Employees shall be allowed to work as substitute employees for other positions in the District provided that the time worked as a substitute is through EDUStaff or outside contract agency. (If the substitute is employed through Dexter Community Schools, the total combined time worked as a substitute and as a bus driver (regular runs and field trips), does not exceed forty (40) work hours per week. This provision does not limit an employee from receiving overtime for their regular duties, but does restrict employees from working as substitutes if such time would cause the District to pay overtime. Both parties agree that Transportation Employees who are employed by an additional agent(s) for the District shall not work enough time, through any means or combination of hours, that results in the District have to pay the Transportation Employee overtime.

(9) Summer Runs

The district shall post a list of drivers interested in summer runs. The vacancies will be filled from interested driver lists by seniority. The next senior driver will be notified that they will be the substitute driver if needed. Any employee bidding on a summer run must be available to drive a summer run. Drivers who work summer runs of more than 26 work days shall receive 24 hours paid vacation provided they have worked a minimum of 1200 total hours during the preceding school year, and complete 90% of scheduled summer run hours. To be eligible for the 24 hours of vacation time, the driver must work the first and last week of their scheduled summer route. This vacation must be taken when school is not in session. All summer monitor work will be assigned to monitors on a seniority basis. The next senior monitor will be notified that they will be the substitute monitor if needed.

ARTICLE 13

ELIMINATION OF A BUS RUN

(1) Whenever it is determined by the Board that it is necessary to eliminate an entire run, the affected employee shall have the right to exercise their accumulated seniority and bump a lesser seniority employee within the classification, in order that the affected employee would be able to maintain the same number of runs. Any additional employees who are bumped would also be able to exercise their seniority in the same manner. The employee whose run is eliminated, or who is bumped, but does not have enough accumulated seniority to displace another driver shall be laid off.

ARTICLE 14

DISCIPLINE ACTION AND DISCHARGE

(1) Dismissal, suspension and/or any other disciplinary action shall not be for reasons that are arbitrary and capricious, with the employees having the right to defend themselves against any and all charges.

All actions taken by the Board under this Article shall be furnished to the affected employee or employees in writing, with a copy of such action sent to the Union President, and a copy sent to the Union. When the Board feels disciplinary action is warranted, the Board must notify the employee in writing that a disciplinary investigation is under way within fifteen (15) working days of the occurrence of the condition giving rise to the investigation, or within fifteen (15) working days of the date that it is reasonable to assume that the Board first became fully aware of the conditions giving rise to the investigation. The investigation shall be conducted with dispatch, and disciplinary action shall be taken promptly at the conclusion of the investigation, when warranted.

Among the causes which shall be deemed sufficient for dismissal, suspension, and/or disciplinary action shall include, but not be limited to the following: drunkenness, dishonesty, insubordination, theft, moral turpitude, and willful or repeated violation of the Board's rules which shall be made known to the employee.

(2) An employee may be dismissed, suspended or disciplined pending investigation, and if the dismissal, suspension or disciplinary action is found to be totally without justification, the employee shall be reinstated with full back pay, full seniority rights, and all fringe benefits that the employee would have earned during the dismissal or suspension period. If the dismissal is sustained, or the suspended employee is not reinstated through the grievance procedure, the employee shall be deemed dismissed as of the date such action was taken.

(3) The Union, with specific written consent of the employee, shall have the right to review the personnel file of an employee within the bargaining unit, upon making the request to the Administration of the School District. An employee, upon making request, shall have the right to review the contents of their own personnel files maintained by the Board. Such review of personnel files must be done in the Board of Education offices under the supervision of a designated school employee.

(4) This article shall not apply to probationary employees.

ARTICLE 15

UNPAID LEAVES OF ABSENCE

(1) Illness/Disability/General Leave

(a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work and has exhausted all allowable means of compensation shall be granted a leave of absence for up to one (1) year, which may be extended upon approval by the Board, provided the employee promptly notifies the Board of the necessity therefore, and provided further, that the employee supplies the Board with a statement from a medical or osteopathic doctor of the necessity for such absence when the Board requests the same. An employee upon returning from a medical leave of absence, may be required to submit to a physical examination, at the Board's expense before returning to work.

(b) Leaves of absence shall be granted for a reasonable period of time not to exceed one (1) year for for physical or mental illness, or prolonged serious illness in the immediate family, which shall include husband, wife, children or parents.

(c) Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

(d) Whenever an employee shall become pregnant, and is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence. Upon her return to work, she will be required to furnish a signed medical statement to the Board from her physician indicating that she is physically able to return to work. It is expressly agreed by the parties that the Board is not liable for the health and welfare of the unborn child during the time the employee continues to work during her pregnancy.

(e) The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

(f) Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employee(s) make written request for such leave of absence immediately upon receiving their orders to report for such duty.

(g) Any employee in the bargaining unit who is either elected or appointed to a full time position or office in the Union, whose duties require their absence from work, shall be granted a leave of absence for the term of such office or position.

(h) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Board, a copy furnished to the Employee, and a copy sent to the Union.

(i) An employee who meets all of the requirements as hereinbefore specified shall, based upon the

specific provisions under each allowable leave, be granted a leave of absence without pay, and the employee shall be entitled to resume his/her regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Employee and the Board.

(j) An unpaid leave of absence may be granted per year at the discretion of the supervisor for compelling reasons and with staffing considerations, provided the employee has given a written request a minimum of 2 weeks in advance. No more than one such leave will be granted at the same time, except in case of a compelling emergency.

(2) Leave Administration

(a) Any leave rights or benefits under this Article shall not be available to probationary Employees, as defined in Article 11 of this Agreement. In extenuating circumstances (e.g. bereavement, jury duty, serious personal illness) the Employer may grant probationary Employee unpaid leave time.

(b) Time absent on unpaid leave shall not be regarded as time worked for any purpose under this Agreement, with the exception of seniority rights to the extent provided in Article 11 and as is referenced in subparagraph (d), below.

(c) Upon the termination of an unpaid leave of twelve (12) weeks or less under this Article the Employee shall be returned to the job (if still in existence) held prior to the commencement of leave. All Employees returning to work after twelve (12) weeks shall first displace any substitute who is on a regular schedule of runs. If there are no substitutes to displace, the Employee returning from leave shall serve as a utility driver until the next open route becomes available, to which they shall be assigned.

(d) Employees on unpaid leave shall retain and/or accrue seniority during those intervals in accordance with the provisions of Article 11 of this Agreement. Employees shall not accrue sick leave or personal leave entitlement while on unpaid leaves of absence. In regards to step increases, the employee must complete at least 50% of their scheduled work requirement to be eligible to advance to the next step the following year.

(e) To the extent required by the Family and Medical Leave Act, an eligible Employee shall be granted leave and the other rights specified by that law. All such leaves shall run concurrently with paid or unpaid leaves taken for the same purposes under this Agreement. When leave is taken by an Employee under the Family and Medical Leave Act, the Employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement.

The parties intend that the provisions of the Family and Medical Leave Act, including Employer and eligible Employee rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. This provision does not confer upon Employees or the Employer greater or fewer rights or benefits than those for which they are otherwise eligible under the Family and Medical Leave Act.

A copy of the U.S. Department of Labor FMLA notice will be posted in the bus garage

ARTICLE 16

PAID LEAVES OF ABSENCE

(1) Sick Leave

(a) Each Employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate to be determined by multiplying (10) ten times the daily hours paid. Bus Drivers covered by this contract may accumulate sick hours not to exceed 600 hours. Drivers who as of July 1, 2011 have a sick bank exceeding 600 hours are capped at their current number of hours. Those who work a regular schedule during the summer months shall receive an additional one-day per additional month worked not to exceed twelve for the year. As of July 1 of each year of this Agreement, employees shall have their earned sick hours added to their sick hour bank. In the event an employee terminates their employment prior to the end of the school year, the equivalent of one (1) sick day will be deducted, from their final compensation, for each month from their termination date to the end of the school year.

(b) Sick leave shall be granted to an Employee when they are incapacitated from the performance of their duties by sickness, injury, or as a result of giving birth, including recovery from a natural birth or cesarean section delivery. Consideration may also be given for emergency dental or emergency optical examination or treatment which cannot be scheduled outside of working hours. Requests for sick leave shall also be granted when a member of the employee's immediate family requires the care and attendance of the employee due to illness or injury (maximum equivalent of 5 days per year unless approved by supervision). Immediate family is defined in Section Two of this Article. The Board reserves the right to require written medical verification of any absence in this section of this Agreement.

(e) Bus Drivers who have seven (7) years service in the district may choose to receive pay for accumulated paid leave hours within the following guidelines:

- Sick hours may be returned to the district at a rate that is 50% of the current hourly rate based on the current bid route time.
- The number of remaining accumulated paid leave hours for the employee shall not be less than the hour equivalent of 45 days.
- The number of remaining accumulated paid leave hours shall be equal to the previous number minus the number returned.
- There shall be a maximum of 80 hours that can be returned by one employee per year. The only exception shall be if the employee is required to stay below their leave accumulation cap number.
- Applications will be made to the district for these days by March 15 of the year preceding payments. Application request should include number of hours to be paid at which break period(s).

- Payments will be included in the next year's pay and will be paid accordingly. Payments will be limited to the pay after Winter Break and/or the pay after Spring Break, as defined by the District calendar, which would have included dates of the break period(s).

(2) Funeral Leave

(a) All employees covered by this Agreement shall be granted up to the hour equivalent of three (3) working days off with pay for a death in the employee's immediate family. The immediate family shall be defined as spouse, children, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchildren, aunt, uncle, niece, nephew. The hour equivalent of two (2) additional working days time off with pay for traveling to said funeral when a distance of 150 miles or more one way is necessary may be granted and such additional time shall be charged to allowable sick leave, or personal business at the choice of the employee.

(3) Personal Days

(a) A maximum of the hour equivalent of three (3) personal days will be allowed each year for drivers. A maximum of the hour equivalent of one (1) personal day will be allowed each year for monitors. These hours cannot be used the first or last week of school, the day before or the day after a holiday, or in conjunction with sick hours.

(b) Subject to staff limitations, employees shall notify their supervisor of their intent to use to use hours, a minimum of forty-eight (48) hours ahead of time subject to shorter notification in cases of emergency. Personal hours shall not be taken immediately before or after a school holiday, vacation, recess period or other school breaks except with approval of a Supervisor. When staffing allows, the Supervisor will make every effort to grant such requests a minimum of twenty-four (24) hours ahead of time provided the coverage could be obtained.

(c) Any unused personal hours shall be accumulated into the employee's individual single sick leave bank in addition to their normal accumulative sick leave.

(4) School Cancellations

(a) Up to the hour equivalent of four district-wide cancellation days per school year shall be paid to drivers by the District. Bus monitors shall be paid up to the hour equivalent of four district-wide cancellation days per school year.

(b) If school is canceled beyond four events per year a driver or a bus monitor may use sick or personal time for the hour equivalent of 2 (two) additional days canceled. If school is cancelled beyond one event per year a monitor may use sick or personal time for the hour equivalent of 2 (two) additional days cancelled. If the school year is extended because of cancellation, the employee is expected to report for all additional days scheduled unless directed otherwise.

ARTICLE 17

GRIEVANCE PROCEDURES

(1) Definitions:

(a) A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.

(b) The time elements in the steps may be shortened, extended or waived upon written mutual agreement between the parties.

(c) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays and non-session school days.

(d) Any grievance which is not appealed within the specified time limits set forth in that step level shall be considered to be settled on the basis of the decision rendered at the previous level. If either party fails to meet the designated timeline, without requesting an extension, the grievance is automatically forwarded to the next step in the Grievance Procedure.

(e) Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

(f) In the event an employee files a grievance citing a statutory reference contained in the Agreement and also files a complaint with an administrative agency (e.g. Wages & Hour, M.E.R.C., E.E.O.C., etc.) on the same matter, the grievance will not be processed further.

(2) Step One: TRANSPORTATION supervisor

(a) Any employee having a grievance shall discuss the grievance with the Transportation supervisor and then if the grievance is not settled orally, the employee may request a meeting with the Union President to discuss the grievance within five (5) working days.

(b) The Union President shall request a meeting with the Transportation supervisor to discuss the issue.

(b) The Union President then may submit the grievance in writing to the Transportation supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation(s). The employee and the Union President shall sign the grievance.

(3) Step Two: TRANSPORTATION supervisor

(a) The Union President shall meet with the Transportation supervisor to discuss the grievance within five (5) working days of its written submission to the Transportation supervisor.

(b) The Transportation supervisor shall give his/her decision in writing relative to the grievance within five (5) working days of his/her meeting with the Union President.

(4) Step Three: EXECUTIVE DIRECTOR OF HUMAN RESOURCES

(a) Any appeal of a decision rendered by the Transportation supervisor shall be presented in writing to the Executive Director of Human Resources within five (5) working days from the date of receipt of the decision rendered by the Transportation supervisor. The appeal shall state the reason or reasons why the decision of the Transportation supervisor was not satisfactory. The employee and the Union President shall sign the grievance.

(b) The Union President shall meet with the Executive Director of Human Resources to discuss the grievance within five (5) working days of its written submission to the Executive Director of Human Resources.

(c) The Executive Director of Human Resources shall give his/her decision in writing relative to the grievance within five (5) working days from the date of his/her meeting with the Union President.

(5) Step Four: SUPERINTENDENT

(a) Any appeal of a decision rendered by the Executive Director of Support Services shall be presented in writing to the Superintendent of Schools, or his designee, within five (5) working days from the date of receipt of the decision rendered by the Executive Director of Support Services. The appeal shall state the reason or reasons why the decision of the Executive Director of Support Services was not satisfactory.

(b) The Superintendent of Schools, or his/her designee, shall then meet with the Union President within five (5) working days from the date of submission of the appeal of the grievance to the Superintendent of Schools.

(c) The Superintendent of Schools or his/her designee shall give his/her decision in writing relative to the grievance within five (5) working days of the date of his/her meeting with the Union President.

(6) Step Five: BOARD OF EDUCATION

a) Any appeal of a decision rendered by the Superintendent of Schools, or his designee shall be presented in writing to the President of the Board of Education, within five (5) working days from the date of receipt of the decision rendered by the Superintendent. The appeal shall state the reason or reasons why the decision of the Superintendent was not satisfactory.

(b) The President of the Board, or his/her designee, shall then meet with the Union President within five (5) working days from the date of submission of the appeal of the grievance to the President of the Board.

(c) The President of the Board, or his/her designee shall give his/her decision in writing relative to the grievance within five (5) working days of the date of his/her meeting with the Union President.

(7) Step Six: ARBITRATION

(a) If the Union is not satisfied with the disposition of the grievance by the Superintendent of Schools, then within fifteen (15) calendar days from the date of receipt of the decision of the Superintendent of Schools, the grievance may be submitted to arbitration.

(b) Absent mutual agreement on an arbitrator, the Union shall request the Federal Mediation and Conciliation Service to submit a list of five (5) persons. The representatives of the Board and the Union shall determine by lot the order of elimination, and thereafter each party shall in that order alternately eliminate one (1) name until only one (1) name remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.

(c) The Arbitrator shall not have the jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of any of the parties hereto.

(d) The Arbitrator, the Union or the Board may call any person as a witness in any arbitration hearing.

(e) Each party shall be responsible for the expenses of the witnesses that they may call.

(f) The fees and expenses of the Arbitrator shall be paid solely by the non-prevailing party. In cases where one party withdraws from arbitration after the deadline to do so without paying a fee, that party will be solely responsible for paying the fee. In cases where an agreement has been reached between the two parties and the services of the Arbitrator are no longer required, and the deadline has passed, the Arbitrator fee shall be equally divided.

(g) The Arbitrator shall render his/her decision within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

(h) The decision of the Arbitrator shall be final, conclusive and binding upon all Employees, the Board and the Union.

ARTICLE 18

WORKING CONDITIONS

(1) Compensated Time

(a) Regular AM/PM regular bus runs will be paid at 2 hours (4 hours per day if the Bus Driver completes both AM and PM bus runs) to Bus Drivers and shall be inclusive of driving time (including transfers) as well as for driver responsibility for following up on student discipline

matters, consulting with supervisors, parental contacts, fueling, cleaning the bus interior/exterior, pre-trip and post-trip checks, and warming up.

(1) If the actual work time on a regular run exceeds 2 hours, the Bus Driver will not be compensated for the excess time. If the bus route is consistently 15 minutes over the allotted 2 hours and can be confirmed by both technology devices and a non-unit member driving the route, the District will readjust the route to bring it within the 2 hours allotted time.

(2) Special Needs bus runs will continue to operate on an hourly basis.

(3) Bus Monitors receive hourly pay to reflect the time they work.

(b) Regular rate (for time worked beyond the 2 hours specified in 1(a) above) will be paid for: mandatory group meetings called by the Employer; continuing courses in school bus safety; CPR and First Aid training; to take the required on-road skills test (as required by the state); for parental or student discipline meetings called by the Employer; for parental contacts or meetings approved in advance by the Employer; or for time spent for drug/alcohol testing in order to comply with random, reasonable suspicion, post-accident, or follow-up tests.

(c) When the Employer assigns the Employee to work in a different classification, the Employee shall receive the higher rate of pay.

(d) If an Employee is being paid by the District (on the clock) and is not performing assigned duties, the Employee may be assigned duties, inclusive of transporting students from various sites within the Dexter School District boundaries without limitation.

(2) Overtime

(a) Time and one half (1-1/2) will be paid for all time worked in excess of forty (40) hours in one work week.

(b) All time paid for under this Agreement shall be counted as time worked for the purpose of computing overtime pay.

(3) Reporting Pay

(a) Employees shall be scheduled and allowed to work and be paid for two (2) hours when reporting reporting to drive regular runs assigned to them.

(b) Any employee called to work or permitted to come to work without an attempt having been made to notify that there will be no work, or who has not been notified that there is less work than they are regularly scheduled to work shall receive two (2) hours pay provided the employee is not otherwise compensated for the same hours the employee would have worked.

(c) Payment for field trips shall be in accordance with the Trip Price made by the Transportation Supervisor.

(4) Bus Assignments

(a) Each bus is assigned to the bus run and not to the bus driver. When it is necessary, in the opinion of the Board, to replace a bus or transfer a bus, buses will be assigned or re-assigned to the bus run where the Board determines there is the need to replace that bus for that run.

(5) Employees will check their district email one time per scheduled work day on your own time.

ARTICLE 19

EMPLOYMENT QUALIFICATIONS

(1) Employees must at all times adhere to the qualification standards set forth in this Article.

(a) "Qualified," for purposes of employment in the Bus Driver seniority classification, means an Employee who meets all of the following criteria at the time of assignment:

(1) Satisfies all standards for the operation of a school bus, pupil transportation vehicle and/or school transportation vehicle, as may be assigned.

(2) Satisfies all pertinent statutory and regulatory standards for the work assigned including, but not limited to, a valid chauffeur's license, the appropriate CDL/group vehicle designation, a passenger vehicle endorsement, and a school bus endorsement.

(3) Has successfully completed initial and continuing courses in school bus safety education as well as any required on-road skills tests.

(4) Satisfies the physical and mental requirements associated with safe and proper performance of assigned duties, including satisfaction of all standards contained in Regulations issued to implement the Omnibus Transportation Employee Testing Act of 1991.

(5) Has not been convicted of any offense specified in Sec. 53(4) of the Pupil Transportation Act or any other offense indicative of unfitness to provide services to students.

(6) Has demonstrated capacity to safely and successfully provide service to the students assigned to a particular run, including consideration of documented job performance (according to an established evaluation system), driving records, job experience and disciplinary history).

(7) Has not been cancelled or qualified in coverage on the Employer's standard fleet insurance policy.

(b) "Qualified," for purposes of employment in the Bus Monitor seniority classification, means an Employee who meets all of the following criteria at the time of assignment.

(1) Has attained a high school diploma or the equivalent.

(2) Has satisfied all pertinent statutory and regulatory standards for the work assigned.

(3) Satisfies the physical and mental requirements associated with safe and proper performance of assigned duties.

(4) Has not been convicted of any offense specified in Section 53(4) of the Pupil Transportation Act or any other offense indicative of unfitness to provide services to students.

(5) Has demonstrated capacity to safely and successfully provide service to the students assigned to a particular run, including consideration of documented job performance (according to an established evaluation system), job experience and disciplinary history.

(2) (a) All Bus Drivers must successfully pass physical examinations as required by state or federal laws (including all standards contained in the Regulations issued to implement the Omnibus Transportation Employee Testing Act of 1991). Physical examinations shall be given by a school-designated physician and the cost of the examination shall be paid by the Employer.

(b) All Bus Monitors must successfully pass a physical examination given by a school-designated physician and the cost of the examination shall be paid by the Employer.

(3) (a) Bus Drivers must satisfy all licensing, certification and training requirements imposed by federal and state laws and the Employer. The Employer shall pay the cost of the Chauffeur's license, appropriate vehicle group designation and appropriate vehicle endorsement required for performance of assigned duties.

ARTICLE 20

LAYOFF AND RECALL

(a) "Layoff" shall be defined as a determination by the Employer to effectuate a reduction in the work force, which reduction is implemented either by discontinuing the employment of a designated number of individual Employees and/or through a reduction in the hours assigned to positions within the bargaining unit. The Employer reserves the right to select the routes and/or assignments to be reduced. Employees shall receive ten (10) workdays notice of layoff, except in case of emergency.

(b) Seniority shall be applicable as a factor along with certification and qualifications in layoffs and recalls.

(1) "Seniority" shall be as defined in Article 11 of this Agreement.

(2) "Certification" shall be defined as possession of a valid license, vehicle group designation and endorsement appropriate for the assignment.

(3) "Qualification" shall include those criteria identified in Article 20.

(c) When the Employer determines to institute a layoff, Employees shall be reduced by classification in order of least seniority, provided that there are remaining Employees within the same seniority classification that possess the certification and qualifications required to perform the assignments vacated by the laid off Employee(s). This may necessitate the rebidding of remaining runs.

(b) The Employer shall recall Employees from layoff according to classification seniority, provided that the recalled Employee is certified and qualified (at the time of recall) to perform the available work. The obligation of the Employer to recall a laid off Employee shall terminate twelve (12) months following layoff, or for the period of their accumulated seniority, whichever is greater.

(e) Notices of recall shall be sent by certified mail, return receipt requested, to the Employee's last known address as shown on the Employer's records. It shall be the Employee's responsibility to keep the Employer notified of his/her current mailing address. A recalled Employee shall be given ten (10) workdays from award of a route to report to work. The Employer may fill the open position on a temporary basis until the recalled Employee is scheduled to report for work. An Employee who declines recall to perform work in their seniority classification for which he/she is certified and qualified to perform under this Agreement shall forfeit his/her seniority rights under this Agreement and shall have no contractual entitlement to recall or re-employment.

ARTICLE 21

STUDENT DISCIPLINE

(1) The parties declare their mutual commitment to the safe transportation of pupils and recognize the importance of effective student management in achieving that goal. At the beginning of the school year, the Employer shall issue transportation regulations for student conduct. Bus drivers shall distribute copies of these rules to students assigned to their routes and shall be responsible for enforcement of these rules, in accordance with School District policy.

(2) The Employer shall also make available to Employees copies of School District policies relative to the handling of student disciplinary matters, including policies relative to use of physical force/corporal punishment. Employees shall have responsibility for following these policies and shall report all disciplinary incidents to the Transportation Supervisor on forms provided by the Employer

(3) The Employer's administration and Employees shall cooperate in student disciplinary matters through appropriate documentation of disciplinary incidents, initiation of parental contacts, meetings and like activities designed to promote student conduct that conforms to School District regulations.

ARTICLE 22

FRINGE BENEFITS

The Board of Education agrees to make available health benefits for eligible employees through the Board's participation in the Health Plan Purchasing Consortium. The plan will provide levels of benefits as described in the Overview of Medical Benefits. The medical health and non-medical benefit plans, specifications, and products available to bargaining unit members will be as designated by the Washtenaw Health Insurance Consortium,

Employees will participate in an open enrollment period for coverage effective July 1, 2025, through December 31, 2025.

An additional open enrollment period will be offered prior to the start of the next plan year, which will run from January 1, 2026, through December 31, 2026.

Effective July 1, 2025, to December 31, 2025, the District's monthly contribution for the health, dental, vision, and life insurance benefit plan costs are as follows:

Single person coverage $448.38

Individual and spouse or
Individual and one dependent child: $638.39

Family coverage $792.71

Effective January 1, 2026, the Board maximum contribution level shall be increased by three percent (3%) more than the amount of the Board's monthly maximum contribution levels for the medical benefit plan coverage year ending on December 31, 2025.

Effective January 1, 2026, the District's monthly contribution for health, dental, vision, and life insurance benefit plan costs will not exceed the lesser of the actual benefit plan costs or the amounts listed below:

Singe person coverage	$461.83
Individual and spouse or Individual and one dependent child:	$657.54
Family coverage	$816.49

On July 1, 2025, the District will provide a one-time payment of $120.00 to employees enrolling in PAK B to assist employees with the transition to the new insurance plan. This amount will be prorated at $10.00 per month for eligible employees based on their months of coverage during the transition from July 1, 2025, to June 30, 2026. Any costs incurred above the $120.00 District contribution shall be the responsibility of the employee.

Effective January 1, 2027, and on each ensuing medical benefit plan coverage year thereafter, the Board maximum contribution levels shall be increased by the percentage increase factor specified by the State Treasurer for medical benefit plans in the applicable year, as is set forth in Section 3(1) of the Publicly Funded Health Insurance

Contribution Act. Provided, in no event shall the resulting adjusted maximum Board contribution level amount exceed three percent (3%) more than the amount of the Board's monthly maximum contribution levels that became effective at the beginning of the previous medical benefit plan coverage year.

No further or additional adjustments in the Board's medical benefit plan cost contributions, beyond those stated above at the times designated above, shall be made as a result of this formula.

Group Term Life Insurance – the Board shall remit a premium payment for the purpose of purchasing a group term life policy with specifications to provide $15,000 Life and AD&D coverage, subject to the rules and regulations of the insurance carrier.

Cafeteria Plan/Section 125 HSA – The Section 125 plan will include an employee funded health care reimbursement account and employee funded dependent care assistance account, as allowed under the IRS Code.

General Terms and Conditions Related to Fringe Benefits –

A. Spouses must be primary on their own insurance when insurance is available to them by their Employer, retirement plan, or Medicaid, etc. "Available" insurance means that the spouse has 40% or lower responsibility for contribution to the cost of the least expensive plan. The spouse may also be covered on the Board's policy. Annual certification/documentation is required. If coverage for dependent children is available through the spouse's health plan the spouse must also cover the dependent children. Industry standards will determine which policy is primary and which is secondary.

B. Any necessary amounts beyond the Board's contribution toward medical benefit plan costs, as specified above, which are required to maintain the selected coverage(s) for eligible employees are the responsibility of the eligible employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the eligible employee. To the extent allowable by law or regulation, the Board will payroll deduct the necessary contributions from eligible employees. The eligible employees agree that this paragraph constitutes his or her free and written consent to payroll deductions associated with coverages in this Article. The parties agree that any pre-payment amount made on behalf of an eligible employee who subsequently leaves his or her employment with the Board (for any reason) will be subject to recoupment by the Board. The eligible employees agree that such payroll deductions or recoupment may come from his or her final paycheck or other compensation owed to the eligible employee.

C. To the extent allowable by law or regulation, an eligible employee may sign (or otherwise authorize) an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the employee shall present payment directly on the 1st day of each month prior to the date at which the payment for the coverage month becomes due. Failure of an eligible employee to pay his or her portion of the costs shall alleviate the Board of any duty to pay its contributions or provide coverage.

D. The medical benefit plan coverage year shall be January 1 - December 31. An annual open enrollment period will be during the month of November.

E. Insurance plans are subject to the terms, conditions, and requirements identified within the plan as indicated in the applicable Summary Plan Description for the coverage elected. Matters involving application, interpretation, and administration of the program (i.e. medical, dental, vision) will be handled exclusively through the dispute resolution procedures within the underlying plans and are excluded from

the grievance procedures in the collective bargaining agreement. Any disputes pertaining to the application, interpretation or administration of an insured benefit under this Article will be solely and exclusively between the enrolled employee and the carrier or third party administrator, as applicable, and shall not be subject to the grievance procedures in this Agreement.

F. The enrolled eligible employee shall notify the District of eligibility or dependent status changes as described in the Summary Plan Description. Failure to notify that results in the overpayment of any claims, representative rates, or representative premiums shall become the employee's responsibility.

G. If an eligible employee does not remain in service during the entire benefit plan year (i.e. unpaid leave of absence, retires, or terminates his/her employment with the school district) the health benefit coverages will terminate at the end of the calendar month and the Board's annual contribution will be prorated for the months of service. Any pre-payment made by the Board toward the annual cost of the health benefit coverage for an eligible employee is subject to recoupment by the Board. Health benefits will continue for employees on a Family and Medical Leave Act (FMLA), for up to 12 weeks, in accordance with the Federal law. The employee and/or his/her eligible dependents may continue the group health plan benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA). An employee who retires from the school district shall elect retirement health benefits on his/her retirement effective date.

H. Eligible employees who receive medical benefit coverage under this Article and complete a full scheduled work year shall be allowed to continue coverage through August 31, provided any applicable employee premiums for July and August are paid by the eligible employee before the first day of each month, and the employee is returning for work in the same capacity the following school year.

I. Dexter Community Schools is the policyholder on all health benefits provided to its employees. The determination of the carrier and funding arrangements for all benefits are the right of the Board.

J. Bus drivers assigned 20 hours or more are eligible (eligible employees) for the benefits described in this Article. Bus drivers assigned less than 20 hours are not eligible for health benefits.

ARTICLE 23

HOLIDAYS

(1) Each permanent driver and bus monitor covered by this Agreement who has completed the permanent driver 30 workday probationary period with the Board shall be paid the holidays that follow the probationary period at their normal daily rate of pay.

New Year's Day	Thanksgiving Day
President's Day •	Day after Thanksgiving
Martin Luther King Day •	Christmas Eve Day
Memorial Day	Christmas Day
Labor Day	New Year's Eve Day

• Alternate days will be designated if scheduled as an instructional day.

(2) Employees required to work on any of the above named holidays shall receive time and one-half (1 - 1/2) for all hours worked in addition to their regular holiday pay.

(3) To be eligible for the above named holidays, the employee must work their last scheduled workday before the holiday and their first scheduled workday following the holiday.

(4) Employees who work a minimum of four days during the week prior to the week of the July 4th holiday, shall be paid for the July 4th holiday.

ARTICLE 24

GENERAL

(1) Job Related Duties

(a) The Board shall pay the Employee the regular straight time hourly rate for the actual hours worked for any job related duties which are required of him or her by the Board.

(2) Bus Driver's School

(a) The Board shall pay the regular hourly rate of pay to each employee who attends the Bus Driver's School, plus the full cost of the tuition, up to the minimum number of hours required to maintain certification.

(3) Physical Examination

(a) Transportation employees shall be given a physical examination at time, dates and places to be determined by the Board and conducted by a physician appointed by the Board. The Board shall pay the full cost of this examination. As required by the Student Transportation Provisions, bus drivers and bus monitors shall be subject to random drug testing. The District shall provide copies of the legal requirements and Board policies for compliance with these provisions to each employee. Any disciplinary action, which may result from these provisions shall be subject to the Grievance Procedures. Any Transportation employee failing the random drug and alcohol testing will be terminated from employment.

(4) Driver's License

(a) Bus drivers shall obtain the appropriate license and endorsements as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The cost of this license shall be paid by the Board. Any driver whose license is suspended or revoked for driving under the influence of alcohol or drugs will be dismissed from driving a school bus for the Dexter Community Schools.

(5) Retirement Severance

(a) Upon qualification for benefits in accordance with the rules and regulations of the Michigan Public School Employees Retirement System the retiring bus driver shall be paid for all unused sick leave days at a rate that is 50% of the current rate based on the current bid route time. The retiree after 10 or more consecutive years of service will receive 75% of the above amount. Bus monitors who meet the MPSERS qualification shall be paid for all unused equivalent sick leave days at a rate of $15 per day. This will not apply to discharged employees.

(b) In appreciation for services to the school district a severance payment of one hundred dollars ($100.00) for each year of service to the Board as a bus driver or fifty dollars ($50) for each year of service as a monitor will be paid, provided the employee shall have been employed as a bus driver in the Dexter Community Schools for ten (10) consecutive years and voluntarily resigns from active duty in good standing as a bus driver or monitor for the Board.

(6) Liability Insurance

(a) The Board agrees to provide a minimum of $1,000,000 liability coverage for suits which arise from a driver or monitor acting within the scope of his/her employment for the district. Indemnification shall not be provided where the driver or monitor is the plaintiff or the conditions surrounding the suit violate involve termination or violate other provisions of this contract.

(7) Referral Fee

(a) An employee who refers a new bus driver to Dexter Community Schools shall receive a $400 bonus after the new employee completes their first six (6) months of employment and an additional $400 bonus after the new employee completes their one (1) year anniversary. This is reportable income.

ARTICLE 25

WORKER'S COMPENSATION

(1) In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the Employee will be entitled to use their sick leave in the same manner as if the injury or illness was not compensable under the Worker's Compensation Law, provided that said employee reimburses the Board the amount of wage continuation benefits the employee receives under Worker's Compensation for any day which the employee receives sick pay from the Board. For any hours that the employee receives sick pay from the Board and reimburses the Board for the Worker's Compensation received, the employee's sick leave shall be reduced only by the portion of the employee's gross pay actually paid by the Board.

ARTICLE 26

JURY DUTY

(1) Employees required to appear for jury duty shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for such jury service, provided the employee notifies the Court of the employee's employment responsibilities and works with the Board to attempt to be excused from such duty during the school year. Employees who are required to report for jury duty and are excused before the end of the school day must immediately notify their supervisor who will determine whether it is necessary for the employee to report for duty for that day.

(2) If in the opinion of the Union, undue hardship is created by the Board in the administration of the Article, the parties will upon written request by the Union, re-negotiate the return to work portion of this Article.

ARTICLE 27

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth in Schedule A attached hereto and made a part hereof by reference.

ARTICLE 28

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE 29

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

(1) No agreement, alteration, understanding, variation, waiver or modification of any of the terms and conditions or covenants herein shall be made by any employee or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Union and the Board.

(2) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

(3) If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 30

TERMINATION AND MODIFICATION

(1) This contract will be in effect from July 1, 2022 through June 30, 2025.

(2) If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

(3) If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice setting forth the nature of the desired amendment. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(4) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified mail to the Union, the West Washington Bus Driver' and Monitors' Association, 2531 Jackson Road, Suite 166, Ann Arbor, 48103 and if to the Board, Dexter Community Schools, 7714 Ann Arbor Street, Dexter, Michigan, 48130; or to any other address the parties may make available to each other.

(5) The effective date of this Agreement is July 1, 2022.

ARTICLE 31

EMERGENCY FINANCIAL MANAGER

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized **to** reject, modify, or terminate this Agreement as provided in the Local Government and School District fiscal Accountability Act, 2011 Public Act 4.

APPENDIX A
WAGES

SALARY SCHEDULE
Employees shall be placed on the appropriate step of the wage scale based on their years of service as of the first day of school each year.

ROUTES

Drivers				Monitors			
Level	**25-26**	**26-27**	**27-28**	**Level**	**25-26**	**26-27**	**27-28**
1 (former steps 1-3)	$23.70	$24.06		**1** (former steps 1-3)	$16.02	$16.26	
2 (former steps 4-5)	$24.75	$25.12		**2** (former steps 4-5)	$16.53	$16.78	
3 (former steps 6)	$26.00	$26.39		**3** (former steps 6)	$17.05	$17.31	

FIELD TRIPS/TRIP PRICE

Drivers

Level/Hours	1 – 3.4	3.5 – 6.4	6.5 – 8.4
1-3	$55	$90	$130
4-5	$60	$95	$135
6+	$65	$100	$140

Meals are included in the rates above. If trips go over 8.4 hours, additional hours will be added at the appropriate Trip Price level.

1. Financial reopener for the 2026-2027 and 2027-2028 school years.

SCHEDULE B

LONGEVITY

In recognition and appreciation for longevity of services to the school district, an annual payment will be paid to the employee based on completed years of consecutive service as a bus driver for Dexter Schools, as of the first day of school. Years of service will be computed based on the date of Seniority as defined in Article 11. The payment will be made on the last pay prior to Winter Break, provided the employee is actively employed.

Each year after 5 consecutive years as a bus driver $300
Each year after 10 consecutive years as a bus driver $600
Each year after 15 consecutive years as a bus driver $900
Each year after 20 consecutive years as a bus driver $1200
Each year after 25 consecutive years as a bus driver $1500

Monitors have added benefit of longevity at the following level:

Each year after 5 consecutive years as a bus monitor $ 150
Each year after 10 consecutive years as a bus monitor $ 250
Each year after 15 consecutive years as a bus monitor $ 400

ARTICLE 32

TERM OF AGREEMENT

(1) This Agreement shall become effective upon ratification by the Employer and the Union and shall remain in full force and effect until June 30, 2028 when it shall terminate. This Agreement shall not be extended except through written agreement of the parties.

(2) Notice of termination of this Agreement shall be in writing and shall be sufficient if sent by certified mail to the Union at West Washtenaw Bus Driver and Monitor Association 2531 Jackson Road, Suite 166, Ann Arbor, MI 48103 or, if to the Employer, if sent by certified mail to 7714 Ann Arbor Road, Dexter, MI 48130.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this __1st__ day of _____July_____, 2025.

DEXTER SCHOOL DISTRICT BOARD OF EDUCATION

By _____
President

By _____
Secretary/Treasurer

WEST WASHTENAW BUS DRIVER AND MONITOR ASSOCIATION

By _____
President

By _____
Vice President

By _____
Secretary