July 1, 2026 to June 30, 2027

A G R E E M E N T

between the

BOARD OF EDUCATION OF
THE FRASER PUBLIC SCHOOLS DISTRICT

and the

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
MICHIGAN COUNCIL #925
AND
LOCAL 3846,
SUB CHAPTER 11
TRANSPORTATION

THIS AGREEMENT, entered into by and between the Board of Education of the Fraser Public Schools District, Macomb County, Michigan, hereinafter called the "Board," and the American Federation of State, County and Municipal Employees, Michigan Council No. 925, and Local No. 3846, Sub Chapter 11, AFL-CIO, the affiliated local union, hereinafter called the "Union."

WHEREAS, the laws of the State of Michigan (Act 379, P.A. 1965) authorize collective bargaining between public employers and employees with respect to hours, wages and terms and conditions of employment; and,

WHEREAS, the parties hereto, following extended and deliberate collective bargaining, have reached understandings which they desire to incorporate into a formal contract;

NOW, THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

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ARTICLE 1 - RECOGNITION AND DISCRIMINATION

A. RECOGNITION OF THE UNION

1. The Board recognizes the Union as the exclusive bargaining representative of all full time and part time transportation and security employees, regular education drivers, special education drivers, mechanics and substitute drivers, but excluding supervisors, department heads and elected officials pursuant to MERC Case No. R 90 K-254. The parties agree that no provision of this contract shall apply to employees employed in the maintenance and custodial division, and no provision of the maintenance and custodial agreement shall apply to employees in the transportation department provided, however, that this language shall not be construed to prohibit employees covered by this agreement from submitting an application for employment for vacant positions in the maintenance and custodial division for consideration by the District when it is hiring maintenance or custodial employees.

2. The Board agrees that it will not directly or indirectly discourage, deprive or coerce any employees in the enjoyment of any rights conferred by the laws or Constitutions of Michigan and the United States and that it will not discriminate against any employee because of his membership in the Union or his participation in collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, and that the rights granted to employees in this Agreement are in addition to those provided in the above mentioned statutes and Constitutions.

B. DISCRIMINATION

The Board and Union agree that they will not discriminate with respect to hire, seniority, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry, age or sex.

C. MEMBERSHIP STATUS AND PAYROLL DEDUCTION

It is agreed that any bargaining unit member may voluntarily choose to have dues or other fees for AFSCME Council 925 deducted from their District payroll by completing a deduction authorization form and providing it to the payroll office. The form will authorize the deduction of funds and assignment of those funds to the Union. Such authorization shall be voluntary. It is understood by both parties that the payment and/or deduction of dues is not a condition of employment.

A bargaining unit member may revoke authorization at any time through written notice (email acceptable) of revocation to the payroll department. Revocation shall be effective to cancel all deductions provided the authorization is received at least one week prior to the payroll period. Revocations that are provided less than one week prior to a payroll period will not be effective until the next payroll period. If a bargaining unit member revokes dues deduction, the District will provide notice of that revocation within two calendar weeks of its receipt.

The amount of dues to be deducted from each bargaining unit member electing for deduction will be provided to the District by the Union no later than August 15 of each year. Pursuant to the bargaining unit members' authorization, deduction of membership dues shall be made in 19 reasonably equal installments beginning in September of each year, and the Board agrees to remit to the Union all monies deducted, within two calendar weeks of each payroll deduction. Bargaining unit employees that elect dues deduction but work less than a full year will have their deduction installment schedule modified accordingly.

No deductions will be taken from bargaining unit members who are on an unpaid leave of absence. Upon return, the district will resume the equal installments. The Union will defend and save harmless the District for any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this section provided.

1. The Employer gives timely notice of such action to the Union, and

2. The Employer cooperates with the Union and its counsel as required by law, and

3. The Union shall have authority to compromise and settle all claims which it defends under this Article.

ARTICLE 2 – MANAGEMENT RIGHTS

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, duty and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of the employees;

2. to hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, and their dismissal or demotion; and to promote and transfer all such employees;

3. to determine hours of employment, duties, responsibilities and assignments of all employees under this Agreement, and the terms, and conditions of employment.

The exercise of the foregoing powers, rights, 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 by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and Constitution and laws of the United States.

ARTICLE 3 – UNION ACTIVITY

A. STEWARDS

The employees shall be represented by a Chapter Chairperson and a chief steward in the transportation department. Notwithstanding their position on the seniority list, in the event of layoff, the President, Chapter Chairperson and the Chief Steward shall be continued at work without regard to their seniority as long as there is a bargaining unit position for which they are qualified to perform. The chapter chairperson and the chief steward referred to above shall receive the rate of pay for the classification in which they are placed at the time of a layoff.

Notwithstanding their position on the seniority list, so long as the President works in Transportation, and the Chapter Chairperson (not to exceed two [2]) shall be continued at work as long as there is a job in the District which they can perform. If the President does not work in Transportation, the Chapter Chairperson and the Steward shall be continued at work as long as there is a job in the District which they can perform, and they shall be the first recalled to work to a job they can perform.

B. RELEASE TIME

Upon approval of the director or designee, Union representative may be released from their regular duties during their working hours without loss of pay to investigate reported grievances and to present grievances to the employer representatives, provided that such release does not interfere with the employee's regular assigned duties.

1. A total of four (4) days per year may be granted to the union for the purpose of attending educational conferences, conventions, and membership meetings subject to the following provisions.

2. Any unused release days from the total of four (4) days shall not be cumulative from year to year.

3. No more than two (2) members of the union may use the above release days on the same day.

4. Union representatives using release time on days they are scheduled for overtime, or field trips shall be passed over without being charged.

5. If the President of the Local is from the Transportation bargaining unit, he/she shall have a total of ten (10) Union release days per year to attend to Union business involving any of the four Fraser bargaining units in the Local.

6. The Union will be permitted the use of school facilities and equipment (excluding copy machines) for regular and special business meetings of the Union without charge, provided that the Union makes application and conforms to all established regulations.

C. POSTING OF NOTICES

The Board agrees to designate a section or portion of a bulletin board in each building, which may be used by the Union for the posting of official notices.

D. COPIES OF AGREEMENT

1. A copy of this Agreement shall be posted on the District's website.

2. The Union shall receive five (5) bound copies of the Agreement for their files that shall be provided within sixty (60) calendar days of the date of final ratification.

E. MAIL SLOTS

The District shall provide mail slots or the like for transportation employees.

ARTICLE 4 - GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is a complaint about an act or condition, which affects the welfare, or working conditions of employees covered by the terms of this Agreement, or a complaint that there has been a violation, misinterpretation or misapplication of any written provision of this Agreement.

B. PROCEDURE

Grievances shall be presented and adjusted according to the following procedure:

Any employee with a grievance as defined herein may informally discuss the matter directly or accompanied by a Union representative with the appropriate member of the administration.

Step 1.

In the event the matter is not resolved informally, a written grievance may be filed with the Director of Transportation within five (5) workdays[1] following the day the grievant learned or reasonably should have known about the violation, misapplication or misinterpretation, which is the basis of the grievance.

[1] "Workdays" as used herein shall exclude weekend days and holidays.

a. Within five (5) workdays after receipt of the written grievance, the Director shall communicate his/her decision, in writing, together with the supporting reasons to the aggrieved party.

Step 2.
Within five (5) workdays after receiving a reply, if the employee or the Union still feels aggrieved, he/she may appeal to the Director of Human Resources. The appeal must be in writing and must include a statement of the grievance and the reply of the Director of Transportation.

a. Within five (5) workdays after receipt of the appeal, the Director of Human Resources shall communicate his/her decision, in writing, together with the supporting reasons, to the aggrieved party.

Step 3.
Within ten (10) workdays after receiving a reply from the Director of Human Resources, if the employee or the Union still feels aggrieved, he/she may appeal to the Superintendent. The appeal must be in writing and must include a statement of the grievance and the Director of Resources reply.

a. Within thirty (30) workdays after receiving an appeal, the Superintendent shall hold a hearing or meeting concerning the grievance, which the Union may attend, if they choose. Within ten (10) days from the date of the hearing or meeting, the Superintendent shall communicate his/her decision, in writing, together with the supporting reasons, to the Union and the aggrieved party.

Step 4.
If the Superintendent and the Union are unable to resolve any grievance, the grievance may be submitted to arbitration within twenty-(20) work days after the decision of the Superintendent. The grievance shall be considered submitted to arbitration when written notice is submitted to the District by the Union informing the Superintendent of the Union's intent to arbitrate the grievance.

AFSCME Council 25 Arbitration Department shall send a list of Ad-Hoc arbitrators to the District to see if the parties can mutually accept an Arbitrator.

If the parties are unable to agree, the case will be filed with the American Arbitration Association. In either case, the parties will be bound by the rules and procedures of the American Arbitration Association.

If not submitted, the grievance shall be abandoned.

AUTHORITY OF THE ARBITRATOR

The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearing. The Arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws, the Constitution of the United States and of the State of Michigan, and all other applicable state and federal laws. The Arbitrator shall not usurp the functions of the Superintendent in the proper exercise of its judgment and discretion under the law and this Agreement.

The decision of the Arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding.

The costs of arbitration shall be equally borne by both parties; however, each party shall bear its own expense.

C. GENERAL

All written complaints must be specific. They shall contain a concise statement of the facts upon which the grievance is based, a specific reference to the Articles and sections of the Agreement, where applicable, which have allegedly been misinterpreted, misapplied or violated; the specific nature of the relief requested; and shall be signed by the employee or employees involved.

Any employee may present a grievance for adjustment without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

The time limits specified in this procedure may be extended by mutual written agreement. If a grievance is not processed by the Union or an individual grievant consistent with each time frame established in this grievance procedure, it will be deemed abandoned and further efforts to process it will be barred as untimely.

Failure of the Board to report any decision within the specified time limit at any step of the Grievance Procedure shall automatically move the grievance to the next step in the Grievance Procedure.

D. DISCHARGE - SUSPENSION GRIEVANCE

In the event an employee is discharged or suspended, the employee or the Union may, within five (5) days from the date of discharge or suspension, file a written grievance with the Director of Human Resources, who shall schedule a meeting with the Union and the grievant. The Director of Human Resources shall communicate his/her decision in writing, together with the supporting reasons, to the Union and aggrieved party within five (5) work days after the meeting with the Union and the grievant. If the employee or the Union still feels aggrieved, he/she may appeal to the Board of Education within five (5) days after receiving a reply from the Director of Human Resources. Within ten (10) days after receiving an appeal, the Board of Education shall communicate its decision in writing, together with the supporting reasons, to the Union and aggrieved party. If the Union still feels aggrieved, the Union may file for arbitration in accordance with Step 4 of the Grievance Procedure.

ARTICLE 5 - VACANCIES

POSTING OF VACANT POSITIONS

Vacant transportation department routes, which have not been eliminated by the Board of Education, shall be rebid as follows:

A. When a vacancy occurs after the October bid meeting, the route will be posted and awarded to the most senior driver that can gain additional time.

A bid sheet will be made available to all employees three (3) business days prior to the scheduled bid meeting. The bid meeting will be scheduled no later than ten (10) school days of an unexpected vacancy or five (5) school days of a scheduled vacancy including but not limited to a retirement or employee not returning from a leave of absence.

All routes shall be posted as they were designated established in October, or as the route has increased in time after being established and immediately before the route was vacated.

Vacancies in “substitute driver” or “bus driver” routes which are not filled by promotion of a substitute driver, by seniority, shall be filled by the District, when necessary, by posting the job description on the FPS website and at the worksite.

ARTICLE 6 - CLASSIFICATION/RECLASSIFICATION AND JOB DESCRIPTIONS

In the event the School District creates a new classification, or permanently, substantially and materially changes, alters or revises an existing job description, the parties shall meet to determine whether the new classification or revised classification should be included or excluded from the bargaining unit. If the parties cannot agree, then the question may be submitted to the employment relations' commission for determination.

If the new classification or revised classification is determined to be in the bargaining unit, the Director of Human Resources shall assign the classification to a pay rate. Notice shall be given to the Union. In the absence of any objection from the Union, within ten (10) working days of such notice, the classification and the rate of pay shall be submitted to the Board for approval. In the event of an objection, the parties shall meet and negotiate for a suitable pay rate for the classification. The new or revised classification may be implemented and filled pending resolution of the above matters at the pay rate proposed by the District. Should a higher rate be negotiated, such higher rate shall be paid retroactively to the date the position was filled. Establishment of a suitable wage rate shall not be subject to arbitration.

JOB DESCRIPTIONS

The District will provide the Union with a copy of all job descriptions. If the District makes any change in the job descriptions, it will give the Union advance notice thereof, and an opportunity to discuss the change prior to implementation; provided, no grievance or arbitration award concerning a violation of this subsection may be used to delay or block a chance to a job description and implementation of that change.

ARTICLE 7 – WEATHER EMERGENCIES

A. INCLEMENT WEATHER - (Excluding Technician)

On a day school is cancelled:

The District will provide compensation for the equivalent of the first five (5) occurrences of school being cancelled.

Beginning the sixth occurrence of school being cancelled, and for each occurrence thereafter, all members will be compensated by using a sick day if available, if not available, a vacation day if available and if no sick or vacation days are available the member will be docked for the occurrence.

If the state requires a school cancellation day to be rescheduled as a make-up day for students, and if such rescheduling results in an extension of the employees' regular work year, bargaining unit members shall work such days and at no additional compensation. Additionally, the previously deducted sick or vacation day will be restored to their appropriate bank. If the member was docked an additional occurrence of school being cancelled after the first five (5) and works the days rescheduled, they will be compensated for those days.

In the event drivers are required to take students home early due to inclement weather or other emergency reasons, drivers shall be paid such time, but not less than the time of their normal regular return run/route.

If school is closed 30 minutes or less prior to employees' punch-in time, the drivers shall be paid a minimum of one (1) hour pay.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

A. UNEXCUSED LATENESS

There will be a three (3) minute grace period per month with respect to tardiness. These will be non-cumulative from one month to the next. In addition, any driver who reports to work late shall be subject to progressive discipline.

B. WRITTEN REPRIMANDS, COMPLAINTS AND WARNINGS

An employee, and his/her Union representative, shall receive a copy of all written reprimands, warnings or complaints made against him/her, which are placed in his/her personnel file. The District shall investigate a complaint made against an employee, and give the employee the opportunity to respond in writing, before placing a complaint in the employee's personnel file. Upon the written request of the employee, said written warning, reprimand or complaint shall be removed from the employee's personnel file after three (3) years from the date thereof, subject to the following conditions:

1. In order to file a written request for the removal of reprimands, warnings or complaints from his/her personnel file, an employee must not have received a written reprimand, warning or complaint within the above three-year period.

2. Notwithstanding the above, reprimands, warnings or complaints against an employee involving the safety, health and welfare of the employee, other employees and students shall not be eligible for removal from an employee's personnel file.

C. DISCHARGE

Employees under this Agreement, including substitute drivers, may be discharged for just cause including, but not limited to, the following reasons:

1. Failure to possess a valid license required by the State of Michigan to operate a public school bus.

2. Failure to obtain a medical certificate within the last fiscal year from a physician designated by the Board.

3. Falsification of employment application.

4. Conviction of more than two (2) moving violations within any twenty-four (24) month period.

5. Frequenting an establishment where alcoholic beverages are consumed or partaking of alcoholic beverages during the course of the regular school day; the regular school day is defined as commencing four (4) hours prior to the first scheduled bus run to the completion of the final bus run, and four (4) hours prior to any special bus run.

ARTICLE 9 – SENIORITY

DEFINITION

"Seniority" is an employee's position relative to all other employees in the same job classification determined by his/her continuous length of service to the School District in their respective divisions.

A. SUBSTITUTE EMPLOYEES

Substitute employees shall be added to the substitute list as soon as all licenses, (including bus school) and certifications are complete.

B. PROBATIONARY EMPLOYEES

New employees hired in the unit shall be considered probationary employees for 90 workdays of their regular employment and shall be treated as regular employees for salary purposes only. Probationary employees shall not be entitled to seniority status. When an employee completes the probationary period, he/she shall be entered on the seniority list of the job classification, and if the Board has continuously employed him, he/she shall rank for seniority from the first day of the last date of hire. Probationary employees may be discharged any time during their probationary period without recourse, to the grievance procedure, at will, at the sole discretion of the Board.

C. SENIORITY LIST

The seniority list will be furnished to the Union upon request and will list all employees by classification, name, date-of-hire and seniority rank. Sufficient copies will be furnished to permit posting in all schools and shop areas.

The seniority list for regular education driver classification and the special education classification shall be combined, and employees shall be placed on such list in order of district seniority.

D. LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons:

1. He/she quits.

2. He/she is discharged and the discharge is not reversed.

3. He/she is absent for three (3) consecutive working days without notifying the Board or giving satisfactory reasons to the Board for such absence.

4. He/she does not return from sick leave or a leave of absence, without notifying the Board or giving satisfactory reasons to the Board for such absence.

5. He/she gives a false reason for a leave of absence or engages in other employment during such leave or falsifies his/her employment application.

6. He/she retires.

ARTICLE 10 - LAYOFF

A. DEFINITION

The word "layoff" means a reduction in the work force covered by the terms of this Agreement due to a decrease of work and/or due to economic factors or measures affecting the School District.

B. ORDER OF REDUCTION

In the event of a layoff, the work force shall be reduced in the following order: probationary employees, substitute drivers, temporarily assigned substitutes; in the classification or classifications affected by the layoff; then seniority employees in reverse order as their names appear on the seniority list within the respective classification or classifications affected by the layoff. Employees shall be laid off using the employee's district-wide seniority. An employee whose route has been eliminated shall be eligible to displace the least senior employee pursuant to Article 28 "Bid Meeting". This layoff procedure shall not apply to normal break periods when school is not in session and when employees are not scheduled to work and shall be subject to the following:

C. NOTIFICATION OF LAY-OFF

1. A list of the employees being laid off shall be furnished to the President and Chapter Chairperson twenty (20) workdays prior to the effective date of the layoff, to the extent possible. At this time the parties can discuss alternatives regarding the positions of employees who are on medical leaves of absence.

2. Employees to be laid off for an indefinite period of time shall be given at least fourteen (14) workday notice of layoff, to the extent possible.

3. This notification shall not be required for employees who are bumped or displaced as a result of a layoff.

ARTICLE 11 - RECALL

A. When the working force is increased after a layoff, employees will be recalled to a vacancy from which he/she was laid off according to seniority and classification and the employee's qualification to perform the work including the necessary state licenses. The District also agrees to recall a qualified employee to a position that is reasonably known to be vacant for sixty (60) calendar days due to an employee's illness or disability. Notice of recall shall be sent to the employee at his/her last known address and by personal phone call. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he/she shall be considered to have voluntarily resigned his/her employment with the School District. It shall be the responsibility of a laid-off employee to notify the office of the Director of Human Resources of all changes in his/her address.

B. Employees who have been laid off shall not accrue seniority during the period of the layoff.

C. Employees who have been laid off shall be eligible for recall for a period of two (2) years or a period equal in length to their accumulated seniority with the School District, whichever period is greater, but in no case longer than five (5) years. Upon the expiration of the applicable time period, the laid-off employee shall not be subject to recall by the School District.

D. Employees who have been laid off and are eligible for recall shall be notified in writing by first class mail and personal phone call of vacancies for which written notice has been provided to the Union in accordance with the Agreement.

ARTICLE 12 – LEAVES OF ABSENCE

A leave of absence may be granted to any employee by the Board for reasons stated herein, subject to the following provisions:

A. REASONS

1. For medical leave of absence for extended personal illness or medical disability for up to one (1) year.

2. For family medical care for up to one (1) year.

3. For personal business such as a promotional employment opportunity in public education (within this district), being elected or appointed to Union Office or position for up to one year.

4. For active military service for up to the period of the active military service.

5. For workers' compensation disability for up to the period of the disability.

B. LEAVE OF ABSENCE REQUEST

Employees who have been ill or disabled and have exhausted their sick days shall apply for a medical leave of absence within thirty (30) days or as soon as notice can be made. A physician's statement shall be submitted with the application for medical leave of absence indicating the nature of the illness and the medical reasons for the leave of absence and expected return date. Requests for all other types of leave of absence shall be made in writing to the Board of Education. The Board shall consider an application the notice for a leave of absence at its first Regular Meeting following submission of the application, provided it is submitted at least seven (7) days prior to a Regular Meeting.

Notwithstanding anything to the contrary, it is understood and agreed that for purposes of the Family Medical Leave Act (FMLA), employee paid sick/personal leave days must be used where applicable, and such paid leave days shall be counted and included in calculating the employee's entitlement for employer-paid Medical insurance benefits. The period of entitlement to FMLA benefits shall be based on a rolling 12-month period.

C. PAY AND INSURANCE BENEFITS

All leaves of absence granted in accordance with this Article shall be without pay. Fringe benefits shall be granted to any employee eligible for fringe benefits under other provisions in this contract:

D. SENIORITY

During a leave of absence for family medical care personal illness, medical disability, personal business, or union office, an employee shall accrue seniority and shall retain all seniority acquired prior to the date the leave of absence commences. During a leave of absence for military leave or workers' compensation disability, the employee shall accrue full seniority for the length of the absence.

E. RETURN TO WORK FROM A LEAVE OF ABSENCE

An employee returning to work after a leave of absence shall notify the Board of the employee's intent return to as soon as the medical release is available, or as soon as the employee could reasonably determine they are permitted to return to work.
An employee returning to work from a leave of absence for personal illness or medical disability shall submit a physician's statement indicating the employee's ability to return to work and perform employee's regular work duties.

Any employee who, consistent with the Board's reasonable time requirements, fails to request an extension of the leave of absence or fails to return to work, or fails to provide the required physician's statement, shall be deemed to have resigned and the employee's employment with the school district shall be terminated.

The employee's right to return to work shall be subject to the following:

An employee returning to work from a leave, except personal business, union office, and military service shall submit a physician's statement indicating the employee's ability to return to work and perform employee's essential job duties, (with or without restrictions).

F. JURY OR WITNESS DUTY

In the event an employee is called to serve on jury duty during the employee's work year, the employee shall be paid their daily rate for each workday that the employee serves on jury duty. To facilitate payment, the employee shall endorse his/her jury duty paycheck to the School District and shall receive his/her regular pay.

G. VACANCIES - LEAVE OF ABSENCE

When a driver is expected to be on a leave of absence, the route shall be filled as follows:

- First by a substitute.
- Second by a reassignment of another driver.
- Third by hiring a person to fill the vacant position during the leave of absence.
- After a driver is absent for three (3) consecutive work days, the route will be filled by the same substitute driver.

1. On the Seventh (7th) work day union and management will meet to determine if a bid meeting or bid sheet will be utilized to fill the vacancy. The method to fill the vacancy will be posted.

2. On the Ninth (9th) work day the vacancy shall be awarded to the highest seniority driver.

3. On the Tenth (10th) work day, the driver shall begin the new route.

4. As a result of the above vacancy, every subsequent route that becomes vacant shall be filled based on the decision in #1 above.

5. The last vacated route shall be assigned to a substitute driver according to seniority.

If an employee fails to provide notice as set forth above or fails to return from a leave of absence, the employee is terminated, the routes shall create a vacancy related to Article 5.

H. EXTENSION OF LEAVE OF ABSENCE

An employee on a leave of absence for personal illness or medical disability, or family medical care, may apply for not more than one extension of the leave of absence for a period not to exceed one (1) year, which may be granted solely within the Board's discretion. Upon expiration of the extension, the employee shall return to work, and no further extensions shall be granted. Written application for the extension shall be submitted to the Board at least thirty (30) days prior to the expiration date of the leave of absence. An employee who returns to work at the expiration of the extension of a leave of absence for personal illness or medical disability or family medical care shall exercise bumping rights into the classification for which the employee is qualified and has seniority upon the expiration of the extension period. In the event an employee does not accept an assignment into a classification when offered by the Board at the completion of the extension period as herein provided, the employee shall be deemed to have resigned and to have terminated employment with the School District.

I. FALSIFICATION - LEAVE OF ABSENCE

In the event that an employee gives a false reason for a leave of absence or engages in other employment during such leave (which has not been approved by the Director of Human Resources) the employee shall lose all accrued seniority and shall be deemed to have terminated employment with the School District.

Notwithstanding the provisions of this Article, any bus driver who returns during the school year from a leave of absence for any reason shall bump into his/her seniority.

ARTICLE 13 – WORKERS' COMPENSATION

All employees who are injured in the performance of their duties for the Board shall be compensated as provided by the Michigan Worker's Compensation Act. The Board agrees to pay the difference between the amount an employee receives under the Michigan Worker's Compensation Act and his/her regular salary, not to exceed the number of the employee's accumulated leave days. An employee's leave day accumulation shall be charged for the amount of time necessary to make up the above difference on a pro rata basis.

ARTICLE 14 – INSURANCES

A. MEDICAL INSURANCE - All employees covered by this Agreement shall be eligible to receive either the Blue Cross / Blue Shield PPO, Blue Care Network HMO 10 Core, Blue Care Network HMO 10 Buy-up medical insurance plan benefits for themselves and their dependents. Employees taking such coverage shall pay, as decided by the Board in compliance with current law, the applicable monthly premium cost. New members shall be eligible for coverage from the first day of work**.** The parties agree that the carriers may be changed by the Board in its sole discretion, but the benefit levels will remain equivalent.

INSURANCE WAIVER OPTION - In the event an employee is eligible for the cafeteria plan and is covered by, or who is eligible to be covered by, another employer-paid medical insurance plan substantially similar to that provided through the cafeteria plan, then the employee is not eligible to receive any of the medical insurance options in the cafeteria plan, but is automatically enrolled in the non-insurance option in the cafeteria plan shall, upon completion of the appropriate forms, be provided a $1,000 annual cash payment.

B. DENTAL INSURANCE - The Board agrees to provide a group dental insurance plan for the employee, spouse and dependents, and employees taking such coverage shall pay ten percent (10%) of the applicable monthly premium cost. The parties agree that the carriers may be changed by the Board in its sole discretion, but the benefit levels will remain. New members shall be eligible for coverage from the first day of following month**.**

C. VISION INSURANCE - The Board agrees to provide a group vision program for the employee, spouse and dependents, and employees taking such coverage shall pay ten percent (10%) of the monthly premium cost. The parties agree that the carriers may be changed by the Board in its sole discretion, but the benefit levels will remain equivalent. New members shall be eligible for coverage from the first day of following month**.**

D. LIFE INSURANCE AND ACCIDENTIAL DEATH AND DISMEMBERMENT (AD&D) - The Board agrees to provide and pay the full cost of a group life and AD&D insurance policy in the face amount of Twenty-Five Thousand ($25,000) Dollars per employee. New members shall be eligible for coverage from the first day of following month**.** The parties agree that the carriers may be changed by the Board in its sole discretion, but the benefit levels will remain equivalent.

E. LONG-TERM DISABILITY - The Board agrees to provide and pay the full cost of a group long-term disability plan which pays sixty-six and two-thirds (66 2/3%) percent of an employee's pay after one hundred eighty (180) calendar days of disability to age sixty-five (65), subject to the terms of the policy. New members shall be eligible for coverage from the first day of following month**.** The parties agree that the carriers may be changed by the Board in its sole discretion, but the benefit levels will remain equivalent.

F. FLEXIBLE SPENDING ACCOUNTS - The District agrees to provide a voluntary enrollment in Flexible Spending Accounts, providing all bargaining unit members an opportunity to pay for medical expenses not covered by insurance and/or childcare expenses with pre-tax dollars. New members shall be eligible for coverage from the first day of following month**.** The parties agree that the carriers may be changed by the Board in its sole discretion, but the benefit levels will remain equivalent. New members shall be eligible for coverage from the first day of month following their start date.

G. BENEFIT PLAN INFORMATION – All benefit plan information will be provided during open enrollment each year.

H. CONTINUITY OF COVERAGE - The Board's contributions shall continue for twelve (12) full months, except as otherwise provided herein.

I. EMPLOYEE CONTRIBUTIONS - All employee contributions toward benefits shall be in pre-tax dollars.

J. COST SHARING CALCULATION – All employee cost sharing calculations are prorated based on the employees FTE (Full Time Equivalent) status.

K. REGULAR PART-TIME EMPLOYEE - A regular part-time employee shall be defined to mean any employee (not including substitutes) who performs bargaining unit work on a regular and consistent basis, but works less than 40 hours per week. Regular part-time employees hired after September 1, 1997, shall receive pro rata the medical, dental and optical fringe benefits as designated in this section. Regular part-time employees shall not receive the cash equivalent of fringe benefits, which they do not elect to receive. Regular part-time employees hired prior to September 1, 1997 shall be entitled to the cash payment in lieu of medical insurance.

ARTICLE 15 - LEAVE DAYS

LEAVE DAYS

All employees, except substitute drivers, shall earn one (1) leave day with pay each month, and such leave days shall be accrued in a bank, which in no event shall exceed one hundred twenty (120) days.

1. It is understood and agreed that compensation for leave days, shall be prorated (i.e. a four (4) hour employee shall receive leave day pay in the amount of four (4) hours). An employee shall receive leave day pay for an irregularly scheduled day as time that would have been worked.

2. Advance notice of the necessity of such leave shall be given to the Supervisor not less than one (1) hour immediately prior to the commencement of the working day.

3. Leave days shall be used only for personal illness, except that five (5) days of the total number of leave days may be used annually for personal business on approval of the Supervisor.

4. Personal business days may not be used immediately prior to or subsequent to paid holidays or vacation periods, except in extenuating circumstances as determined by the Director of Human Resources; unless the Director of Human Resources agrees, use of a business day immediately before or after a holiday shall not be considered as having been worked, and therefore, shall not qualify an employee for holiday pay.

5. Any employee, if requested by the Board, shall furnish a medical certificate documenting the use of leave days used for reasons of illness after three (3) consecutive work days off. The Board agrees that such requests shall not be made in an arbitrary or capricious manner.

6. Employees shall not be eligible to use leave days for medical procedures which are not health-related, and which could be scheduled when school is not in session.

7. For special reasons with extenuating circumstances and with the approval of the Director of Human Resources, employees may be able to take time off without pay.

Bargaining unit members who have accumulated not less than one hundred twenty (120) leave days may accumulate up to an additional thirty (30) leave days over the one hundred twenty (120) days, subject to the following conditions:

1. Bargaining unit members shall be eligible to use the additional accumulated leave days up to a maximum of thirty (30) if they have exhausted their total accumulated leave days of one hundred twenty (120) days, have been ill or disabled for a period of not less than one (1) year and have returned to a bargaining unit position with the school district.

2. Upon returning to employment with the school district, as provided in paragraph (1) above, a member of the bargaining unit may use the additional accumulated leave days up to a maximum of thirty (30) for illness or disability purposes only.

3. The additional accumulated leave days up to a maximum of thirty (30) shall not be subject to the provisions of Article 25, Retirement and Termination and may not be used for any purposes except as specified herein.

ARTICLE 16 – BEREAVEMENT

Employees shall be granted up to five (5) workdays without loss of pay or use of personal business days related to a death in the employee's or his or her spouse's (which shall include significant other / life partner) immediate family (spouse, child(ren), parent, brother, sister, stepparents, daughter-in-law, son-in-law, half-brother, half-sister, grandmother, grandfather, grandchildren), or other relative residing in the employee's household. Documentation of the death of a family member must be provided if requested by the Director of Human Resources.

ARTICLE 17 - VACATION DAYS

A. All employees with the exception of substitute drivers shall earn paid vacation days per school year (September - June) in accordance with the following schedule:

   1. First year – five (5) days
   2. Second through fourth years – ten (10) days per year
   3. Fifth year and over – twelve (12) days per year

B. It is understood and agreed that compensation for vacation days, shall be prorated (i.e. a four (4) hour employee shall receive vacation day pay in the amount of four (4) hours).

C. Unused vacation days shall be paid at full rate no later than June 30th of each year. Unused vacation days will not rollover from year to year.

Employees may use vacation days to supplement any mandatory days off (i.e., days between Christmas and New Year's), or other school days, not to exceed five (5) days per year provided the employee so notifies the Supervisor of their selected days based on management's ability to staff the department.

ARTICLE 18 - HOLIDAYS

All employees with the exception of substitute drivers, who have worked their last regularly scheduled straight-time run immediately preceding the holiday, and their first regularly scheduled straight-time run immediately subsequent to the holiday, shall be paid at their hourly rate, for each of the following holidays:

1. Labor Day
2. Thanksgiving Day
3. the day after Thanksgiving Day
4. Christmas Eve Day
5. Christmas Day
6. One floating holiday during the winter break
7. New Year's Eve Day
8. New Year's Day
9. President's Day
10. Good Friday
11. Memorial Day.

A. Drivers working for the District in July shall receive Independence Day as a paid holiday.

B. It is understood and agreed that compensation for holidays, shall be prorated (i.e. a four (4) hour employee shall receive holiday pay in the amount of four (4) hours).

C. If an employee is required to work on any of the above-enumerated holidays he/she will receive his/her holiday pay plus double time for all hours worked.

When one of the above enumerated holidays shall fall on a Sunday, the Monday shall be deemed the holiday. When one of the holidays falls on a Saturday, then Friday shall be deemed the holiday. If school is in session on such Mondays or Fridays, the holiday or holidays will be rescheduled to another date by mutual agreement of the parties to a date when school is not in session.

ARTICLE 19 – UNIFORMS

Uniforms consisting of outerwear jackets and insignia shall be provided by the School District every other year.

ARTICLE 20 – TRAINING, SCHOOLING AND OTHER COSTS

Upon approval of the Director of Transportation or their designee as appropriate, training may be scheduled for all employees or a group of employees for a designated purpose related to the duties and responsibilities of the involved employees. Employees who are approved for training during their regularly scheduled work day shall be released from regular duties without loss of pay. The fee for the cost of training approved by the School District shall be paid for by the School District. The decision of the administration to approve or disapprove a request for training shall be final and not subject to the grievance procedure. The August meeting for transportation employees shall be considered training for pay purposes. The employee shall be paid his/her regular hourly rate while attending any and all required classes or training.

Upon presentation of a paid receipt, the Board shall reimburse employees for the cost of all licenses, certifications, schooling, and all routine medical tests, Hepatitis "B" vaccinations, except tuberculosis tests, that are required for commercial driver's licenses, and other similar licenses required for continued employment by the School District. The District shall not be required to pay for more than two (2) tests for a CDL license for the same period of time, in case an employee fails the necessary tests. Physicals obtained at the District's clinic shall be at the District's expense. The District shall reimburse an employee for the cost of a physical by physicians other than those provided by the clinic up to a maximum of the charges made by the clinic for such physical examination. If an employee severs employment with the District prior to the expiration of any license for which the District has reimbursed the employee, then the employee shall re-pay the District on a pro rata basis depending on how many months before the license expires. Payment required hereunder may be deducted from any final pay due the employee.

BUS DRIVER TRAINING SCHOOL

All transportation employees shall be paid their regular hourly rate while attending the Bus Driver Training School.

ROAD TEST

All Transportation Employees shall receive pay for required road tests, which are held periodically for driver's certification and licensing, and which are normally, usually and customarily required by employees for such certification. Failure to pass any tests will result in the employee paying for additional tests.

ARTICLE 21 - SUBSTITUTE DRIVERS

DEFINITION OF DRIVERS

- **REGULAR DRIVER**
  Driver who has a regular assigned route.

- **SUBSTITUTE DRIVER**
  1. Driver who does not have a permanent assigned route.
  2. Run / Route assignments may change at any time, and no hours of work are guaranteed.

A. The District shall assign a substitute driver to field trips of four (4) hours or less which has a starting time conflicting with regular drivers' anticipated afternoon runs.

B. Field trips that run over the four (4) hour maximum after two occurrences for the same event in the same season (same team) that are not attributable to an unusual situation (i.e., traffic accident, or snow storms) shall be assigned to a regular driver for the duration of the season.

C. Substitute Drivers will be assigned to complete the routes of regular employees taking field trips (in compliance with Extra Hours List).

D. Substitute Drivers shall be eligible to receive outerwear, after one year of service, according to the normal replacement program.

E. Substitute Drivers shall not be entitled to any benefits, (including recourse to the grievance procedure for discharge),other than wages, granted by this Agreement.

F. A Substitute Driver shall reimburse the District for the District's costs of training if the substitute driver becomes unavailable to work for the District because he/she has taken a job as a bus driver with another employer within the first year of employment. Substitute drivers shall be required to sign an agreement acknowledging the same, and authorizing the District to make appropriate deductions from the substitute employee's last pay check.

TEMPORARILY ASSIGNED SUBSTITUTE

A Substitute Driver who is assigned to a regular route for ten (10) work days becomes a Temporarily Assigned Substitute Driver.

A. A Temporarily Assigned Substitute Driver shall receive regular driver wages while assigned to the regular route.

B. A Temporarily Assigned Substitute Driver shall accrue one (1) leave day after four (4) weeks of continuous work.

C. A Temporarily Assigned Substitute Driver shall be eligible to receive Holiday Pay.

ARTICLE 22 - FIELD TRIPS

There will be six (6) "wheel rotation" field trip lists to govern field trip assignments in each of the following areas:

1. "Daily" field trips: (i.e., Monday through Friday List) This list is maintained according to accumulated hours; at the beginning of each school year the names will remain in the order as hours were accumulated at the end of the prior school year and all drivers will begin with zero hours. A new driver will be placed at the bottom of the list or with the current highest hour total.

2. "Saturday/Sunday" field trips: (i.e. Saturday and Sunday) This list is maintained according to accumulated hours; at the beginning of each school year the names will remain in the order as hours were accumulated at the end of the prior school year and all drivers will begin with zero hours. A new driver shall be placed at the bottom of the list.

3. "Holiday" field trips: (i.e., any field trip that occurs on a paid holiday, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Easter Monday and Memorial Day) – This list is rotated and no hours are accumulated. A new driver shall be placed at the bottom of the list.

4. "Overnight" field trips: (i.e., field trips requiring an overnight stay of the driver). This list is rotated and no hours are accumulated. A new driver shall be placed at the bottom of the list.

5. "Volunteer" field trips: (i.e., field trips on any breaks that occur during the school year with the exception of Holidays. (i.e., Winter break, Mid-Winter Break, Election day and Spring break). This list is in effect during the school year. The list is rotated and no hours are accumulated. A new driver shall be placed at the bottom of the list.

6. "Summer" field trips: (during summer recess) This list begins each summer by seniority, is rotated and no hours are accumulated.

FIELD TRIP LIST AND PICKING PROCEDURE

1. A list of all available field trips will be posted on Thursday of the prior week by 4:00 p.m. Picking of field trips shall be completed by 6:30 a.m. the following Tuesday, and no changes, additions or in office picking may happen after that time.

2. The drivers sheet shall include the date, destination, contact person, phone number, departure time and expected duration (time expected back at the bus yard).

3. Where a field trip is split, the return trip shall be assigned to the same regular driver so long as it does not conflict with the afternoon run.

4. District available drivers (not substitutes or 3rd party) shall be priority for all field trips. Only after 10:00a.m. on Tuesday if any trip is not picked, the District has the option to assign it to a substitute or 3rd party driver

5. A Union member will maintain the field trip rotational list and provide management with a copy of this list on a weekly basis. It is also understood that the Union will be provided two (2) hours of compensated time per week to maintain the field trip rotational list.

6. In the event a driver will be early/late from a field trip, it is the driver's responsibility to call management and advise that they can or cannot drive their own run/route.

7. Field trip picking will start after the August bid meeting after the selection of "normal" routes.

8. If any field trips are declined, bypassed or limited, by the district, the union shall be made aware of the circumstances. The transportation supervisor shall meet and confer with the union in the event of a dispute. If such meeting does not resolve the matter; it shall be referred to the Director of Human Resources and Union President.

9. Any driver who fails to work their shift on Friday (exception is pre-approved day off) shall forfeit their Saturday/Sunday trip.

10. Drivers must post on the extra hour's list **immediately,** any part of their run that conflicts with he selected field trip.

OVERNIGHT AND EXTENDED FIELD TRIPS

Overnight field trips shall be rotated. Drivers assigned overnight and extended field trips shall be entitled to a reimbursement of actual expenses not to exceed the following:

1. Meal Allowance:
Dinner - $15.00

2. Lodging
District selected and paid.

3. The applicable hourly rate for driving time.

4. Overnight and extended field trips remain the same in accordance with the current work rules.

- Afternoon Field Trips: Drivers that have to depart for afternoon field trips less than one hour after their p.m. punch-out time and return after 6:00 p.m. will be reimbursed for the dinner meal expense up to $15.00 with receipt within the timeframe of the field trip.

Note: Drivers seeking to be reimbursed for the above expenses must present receipts for said expenses to the Director of Operations, Maintenance & Transportation or designee.

CANCELLATION OF FIELD TRIPS AND WAITING TIME

Any driver reporting for a field trip which has been canceled, shall receive one (1) hour's pay. In the event a field trip is canceled in sufficient time, the driver must do his/her regular assigned run. If a field trip is canceled, the driver will be placed on the canceled board.

Drivers shall be entitled to up to one-half (1/2 hour of waiting time between the end of their regular run and the beginning of the field trip. In addition, drivers shall be entitled to up to one half (1/2) hour of waiting time between the end of the field trip to the beginning of the drivers run.

SATURDAY AND SUNDAY FIELD TRIPS

Drivers shall be guaranteed a minimum of three (3) hours' pay for Saturday and Sunday field trips.

LENGTH OF FIELD TRIPS

It is understood and agreed that the decision regarding length of a field trip shall be made by the Transportation supervisor based upon distance, length of event and weather conditions. The Transportation supervisor shall meet and confer with the Union officer in the event of a dispute. If such meeting does not resolve the matter, it shall be referred to the Director of Human Resources and Union President.

A driver shall not overlap more than 15 minutes from run to field trip or field trip to run.

ARTICLE 23 - EXTRA HOURS LIST

A. The district will post a list of the weeks extra hours by 2:00 p.m. on Friday for the next week.

B. The extra hour list will be maintained by the Union.

C. The union will post the accumulated extra hour list on the board by 6:45 a.m. Monday or as soon as reasonable (except in extenuating circumstances).

D. Extra hours shall be picked on Wednesday from 5:30 a.m. - 9:45 a.m. (except in special circumstances), in order of low hours.

E. A driver may pick as much as they can take in one day. Bumping can only occur according to low hours up to 9:45 a.m.

F. On Wednesday, from 9:45 a.m. to 3:00 p.m. drivers may select any extra hours that have not been picked.

G. Drivers are not permitted to erase a name or route that has been picked from 9:45 a.m. to 3:00 p.m.

H. After 3:00 p.m. on Wednesday, the District has the option of assigning any extra hours to a substitute driver according to low hours.

I. Drivers shall immediately post any part of their run that will need to be covered when they sign up for a field trip.

J. In the event an error is made in the rotation or the posting of the extra hours, the remedy shall be to correct the error the following week.

K. A driver shall not overlap more than fifteen (15) minutes run to run.

L. The drivers will be listed at the beginning of the school year by seniority. Thereafter, the drivers will be listed by low hours. In case of a tie, seniority will prevail.

M. The union member who maintains the Extra Hour List shall be paid one half (1/2) hour each week.

N. A noon run, GSRP, Young 5's, ECSE, math, Butcher or any other miscellaneous run will be offered to regular driver according to low hours and seniority on the Extra Hours List.

O. On normally-scheduled-school days for the Fraser Public School District, (the am and pm routes excluding miscellaneous runs) runs shall be given to a substitute driver plus any run that regular drivers cannot take.

P. On irregularly-scheduled-school days for the Fraser Public School District or any Out of District School (i.e., half-days, early dismissals), runs shall be offered to a regular driver that can make (add) time to his/her day, in accordance with the Extra Hours list, before it is offered to a substitute driver.

Q. When an employee has signed up for a run on a specific day, if they erase his/her name from the run, they cannot resign for other posted runs (extra hours) on the same day. This does not include contractual bumping language.

ARTICLE 24 - OVERTIME HOURS

Any hours worked after forty (40) hours in one (1) week, and all hours worked on a Saturday and Sunday shall be compensated at the rate of one and one-half (1-½) times the regular hourly rate. All hours worked on a holiday listed in this Agreement or Labor Day he/she shall be compensated at the rate of two (2) times the regular hourly rate.

ARTICLE 25 – RETIREMENT, RESIGNATION AND TERMINATION

A. RETIREMENT CONTRIBUTION

The Board agrees to pay the employees' state retirement contribution to the Michigan Public School Employee Retirement System (MPSERS).

B. RETIREMENT

Those employees with less than ten (10) years of service and all future employees first employed after July 1, 2006, shall be paid for three/quarters (3/4) of their accumulated leave days at the substitute and/or daily rate in effect as of the date of their retirement or death, on the basis of the following examples.

Employees with nine (9) years of service as of July 1, 2006, would be eligible to accumulate in the years after that date up to a total of one hundred and eight (108) personal leave days for which such members will be paid in the same manner as set forth in paragraph 1 above (108 X .75 X employee's daily rate = $), and up to twelve (12) days for which they would receive the then daily substitute rate upon the date of retirement/death (12 X .75 X substitute rate = $). Similarly, employees with eight (8) years of service as of July 1, 2006, would be eligible to accumulate in the years after that date up to a total of ninety six (96) personal leave days for which such employees will be paid in the same manner as set forth in paragraph 1 above (96 X .75 X employee's Daily Rate = $), and up to twenty four (24) days for which they would receive the then daily substitute rate upon the date of retirement/death (24 X .75 X substitute rate = $), and so on for employees with less than ten (10) years of service. All qualifying employees will be eligible to be paid for seventy-five percent (75%) of up to one hundred and twenty (120) personal days at either the employee's daily rate or the daily substitute rate, depending upon how many years of service they have as of July 1, 2006.

The District shall pay up to the first $5,000 at the next pay period absent extenuating circumstances. The District shall pay up to the next $5,000 if due, in following January. If any more money is due, the District shall pay it in increments of $5,000 each year the last pay period of January until the sum is paid in full. (Example: If an employee retires on July 1, 2004, and is entitled to $11,000 under Article 5, the District would pay the employee $5,000 in July, 2004, $5,000 in January, 2005, and $1,000 in January, 2006.) However, if the employee is purchasing retirement credit within thirty (30) calendar days of his/her retirement date, the employee may elect to receive the first installment payment in an amount equal to the amount to be paid to MPSERS to purchase such retirement credit. The balance shall be paid in equal installments over the next two (2) years.

C. RESIGNATION

1. Any employee resigning his/her employment must give two (2) week notice, if possible, in writing to his/her immediate Supervisor and to the Board of Education.

2. Any employee resigning his/her employment with the School District shall be entitled to vacation pay for all accrued vacation days.

3. Any employee who voluntarily resigns his/her employment shall be considered a new employee, if rehired.

D. TERMINATION

In all cases where an employee's service to the District is terminated by death, his/her heirs or personal representative shall be paid a sum of money in accordance with the provisions of this Article. This benefit does not apply to substitute drivers.

ARTICLE 26 - LONGEVITY

Eligible regular employees, except substitutes, shall receive longevity pay in accordance with the following schedule:

1. After five (5) years of continuous service to the Board - 20¢ per hour
2. After ten (10) years of continuous service to the Board - 25¢ per hour
3. After fifteen (15) years of continuous service to the Board - 30¢ per hour

The above amounts shall not be cumulative.

ARTICLE 27 - GENERAL PROVISIONS

A. TWO (2) HOUR MINIMUM

Employees who regularly drive or who are called in to work a morning or afternoon run, shall receive a minimum of two (2) hours pay for the run. This two-hour minimum shall not apply to noon runs or field trips.

It is agreed that all time spent administering an alcohol or drug test, including travel time, will be paid at the employee's regular rate of pay.

Any employee who is not allowed to return to work while awaiting a negative test result will be compensated during the waiting period for all time lost.

The Employer shall pay all costs associated with the administration of alcohol and controlled substance tests, but not re-tests after a positive test

B. MANAGEMENT DRIVING BUSES

It is understood that Management will avoid driving buses, except in emergency situations.

In the case of an emergency and a Union driver cannot be found, as a last resort, Management will bump up the lowest hour driver and drive the least possible amount of hours. Example: If a 4¼ hour run is vacant and a Union driver cannot be found to cover it, the driver with a 2¼ hour run will have the option to drive the 4¼ hour run and Management will drive the 2¼ hour run.

C. SCHOOL CALENDAR

On or before August 1st, or as soon as available each year, the Superintendent or his/her designee shall provide the Chapter Chairperson and President of the Local with copies of the Tentative School Calendar or the School Calendar whichever is available.

ARTICLE 28 – BID MEETINGS

A. BID MEETINGS

The annual Bid meetings shall always be the third Tuesday in August and second Tuesday in October, absent extenuating circumstances.

Tentative route packages, subject to revision by the Director of Operations, Maintenance & Transportation or designee, shall be provided to drivers' seven (7) calendar days before the August meeting.

Selections shall be made by drivers at the August meeting in a timely manner, not to exceed three (3) minutes from the time the employee is asked.

All drivers shall be required to attend any bid meetings, with the date and time to be established by the District absent extenuating circumstances and with managements approval. Failure to attend any one of these meetings could result in the termination of the employment of a driver and/or assignment to any vacant route.

The District will make every reasonable effort to establish runs with a minimum of four (4) hours per day to be presented as tentative packages and at the August bid meeting.

B. ANNUAL MAP REVIEW PAY

Drivers shall be paid one (1) hour of wages per year to review/rewrite their maps as needed.

C. INTERIOR OF BUS

Drivers shall be paid two (2) hours to clean the interior of the bus assigned to the route.

D. PRACTICE / DRY RUN

Drivers shall be paid one (1) hour to perform a practice/dry run.

E. DRIVERS WITH SPECIAL EDUCATION, DK, FOCUS FOUR RUNS/ROUTES

Drivers with Special Education, DK and Focus Four runs/routes shall receive one (1) hour pay for calling parents to arrange the students' transportation time schedule. Such calls shall be made at a school district facility, either at the Administration Building or other designated location.

F. BUMPING

Route shall not be considered established until after the October re-bid.

Increasing time:
Any established route that is increased by more than fifteen (15) minutes per day shall be posted for bid to employees who can gain additional time. The posted route shall be awarded by seniority. The displaced employee shall assume the vacated route.

Decreasing time:
Any driver whose established route has decreased shall have the option to elect to displace an employee with less seniority whose route is fifteen (15) minutes per day more than the senior driver's current (amended) route time, if a route so exists, elect to keep the present route as is. The displaced employee shall assume the vacated route. There must be a minimum of fifteen (15) minutes per day difference in route times for bumping to be initiated.

ARTICLE 29 - SUBSEQUENTLY ESTABLISHED RUNS

Employee's preferences for bus runs which are subsequently established by the District shall be offered to drivers in order of route availability and seniority.

The Transportation Director of Maintenance, Operation and Transportation shall consider a route available if there is sufficient time to add the run(s) without the driver going over eight (8) hours per day and avoid the addition of layover time, unless there are no other drivers who can take the run without additional layover time.

If none of the available accepts the added run, it may be assigned to the least senior available driver, making every reasonable attempt to avoid the addition of a run with less than four (4) hours per day.

ARTICLE 30 – MECHANIC/TRANSPORTATION TECHNICIAN

A. UNIFORMS

Technician shall receive $300 allowance to purchase uniforms, jackets, work boots and/or shoes which shall be selected by the Board.

Technician shall have the responsibility of maintaining and cleaning such uniforms, jackets, work boots and/or shoes. Employee shall be required to wear their uniforms when performing their job assignments and duties for the Board of Education, except in extenuating circumstances or upon approval of the Director of Operations, Maintenance and Transportation or designee.

Board approved tee-shirts may be worn by the employee as a uniform shirt during the summer work period only. However, employees may report to work wearing a Board-approved tee-shirt under their regular uniform shirt, and remove the regular uniform shirt while working where appropriate.

B. PAID VACATIONS

1. First year of employment	5 days
2. 2nd year through 5th year of employment	10 days
3. 6th year through 10th years of employment	15 days
4. 11th year and 12th year of employment	19 days
13th year through 20th year employment	20 days

C. PAID HOLIDAYS

The Mechanic and/or Transportation Technician shall earn the same paid holidays under the provisions as Article 18 and also Independence Day and Labor Day.

D. LIFE INSURANCE AND ACCIDENTIAL DEATH AND DISMEMBERMENT (AD&D)

The Board agrees to provide to the employee covered under this Article, and pay the full cost of a group life and AD&D insurance policy in the face amount of Forty Thousand ($40,000) Dollars. The parties agree that the carriers may be changed by the Board in its sole discretion, but the benefit levels will remain equivalent. New members shall be eligible for coverage from the first day of month following their start date.

ARTICLE 31 - SEVERABILITY

In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for appeals, such provision shall be void and inoperative, but all other provisions of this Agreement shall remain and continue in effect.

ARTICLE 32 – SUCCESSOR AND DURATION OF AGREEMENT

SUCCESSOR

To the extent permitted by law, this agreement shall be binding upon the Employer's successor, assignee, or transfer, whether such succession, assignment or transfer be affected voluntary or by the operation of law; and in the event the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

DURATION OF AGREEMENT

This Agreement shall continue in effect for a period of three (1) year, commencing on July 1, 2026, and ending June 30, 2027.

ARTICLE 33 – ENTIRE AGREEMENT

This agreement is the entire agreement between the parties. The parties acknowledge that, during negotiations for this agreement, each party had the opportunity to fully bargain over wages, hours, and other terms or conditions of employment.

TRANSPORTATION DIVISION - WAGE SCHEDULES

July 1, 2026 – December 31, 2027

3.0% Wage Increase

	1st 3 months	2nd 3 months	After 6 months
Bus Drivers	$22.97	$24.28	$25.73
Substitutes	$20.62	$21.89	$24.21
Transportation Technician			$31.78

The Union will be provided two (2) hours of compensation per week to maintain the field trip rotational list.

The parties agree to continue working on language not already agree to with possible letters of agreements or addendums to the contract language.

The parties agree to a financial re-opener - if the foundation allowance for per pupil funding is over $10,500/student in the final state budget for the 2026-2027 fiscal year, will open contact for financials.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized representatives on the day and year first above written.

BOARD OF EDUCATION FRASER PUBLIC SCHOOLS DISTRICT

Scott Wallace, President

Kathleen Moco, Secretary

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, MICHIGAN COUNCIL #925 AND ITS AFFILIATE LOCAL #3846 SUB CHAPTER 11, TRANSPORTATION, AFL-CIO

June Thomas, Council 925 Staff Representative

Rob Mellar, Local President

Tracy Kovalcik, Chapter Chair

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized representatives on the day and year first above written.

BOARD OF EDUCATION FRASER PUBLIC SCHOOLS DISTRICT

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Scott Wallace, President

_____
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