

Negotiation Agreement

Between

Hudsonville Public School District

and

Hudsonville Bus Association

August 1, 2016 – July 31, 2019

## **ARTICLE I – PREAMBLE**

### **SECTION 1:**

This agreement made and entered into this day of August 1, 2016, in Hudsonville, Michigan, by and between the Board of Education of the Hudsonville Public Schools, Ottawa County, hereinafter referred to as the “Board” and the Hudsonville Bus Drivers’ Association.

### **SECTION 2 – PURPOSE AND INTENT:**

- A. It is the intent and purpose of the parties hereto that this agreement will improve and promote good relationships between the Board and the Employees of the Association represented by this agreement.
- B. It is recognized by both parties that they have a mutual interest and obligation to maintain friendly cooperation which will promote the high level of education expected in our school system.
- C. This agreement, as well as all written amendments to it, shall be binding upon both parties and upon each and every bus driver represented by the Association.

## **ARTICLE II – RECOGNITION**

The Board of Education agrees to recognize the Association as the sole and exclusive bargaining representative for all bus drivers. Collective bargaining is agreed to the extent required by Act 379 of the Public Acts of 1965, in respect to “rates of pay, wages, hours of employment or other conditions of employment” in public education.

## **ARTICLE III – ASSOCIATION RIGHTS**

### **SECTION 1 – USE OF SCHOOL BUILDINGS, FACILITIES, AND EQUIPMENT:**

- A. The Association shall have the right to use the school buildings. Permission must be obtained from the building principal and scheduled through the Community Education Office, and the same rules and regulations will apply as to other community groups.
- B. Upon request and approved by the administration, the Association may use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association will furnish all materials and supplies incidental to its operation.

### **SECTION 2:**

The Board and the Association recognize the right of either party to invoke the assistance of the State Labor Mediation Board.

## **ARTICLE IV – BOARD RIGHTS**

### **SECTION 1:**

The Board, on its own behalf, and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., 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 entire school system within geographical boundaries of the School District of the Hudsonville Public Schools.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
- C. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, discipline and discharge employees, when warranted by the Board and the Association, transfer employees, assign work or duties to employees relating to bus operation, determine the size of the work force and to lay off employees.
- D. Determine the qualifications of employees, including physical conditions.
- E. Determine the policy affecting the selection, testing, or training of employees.
- F. Investigate service providers outside the district with due notification to the Association of such inquiry.
- G. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by the specific and express terms of this Master Agreement.

### **SECTION 2:**

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include without being limited to, the establishment of educational policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion, and termination of employees; the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and Administrative staff shall be free to exercise all of its managerial rights and authority.

### **SECTION 3:**

The listing of specific management rights in this agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

**SECTION 4:**

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of rules, regulations and policies 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 by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with school code, constitution and laws of the State of Michigan and the Constitution and laws of the United States.

**ARTICLE V – NON-STRIKE AGREEMENT**

**SECTION 1:**

The Association and its individual members agree that a “strike” is not in the interest of the children of the Hudsonville Public Schools; and therefore, the Association and its individual members agree not to strike.

**SECTION 2:**

As used in this article, the word “strike” shall mean the concerted failure to report for duty, the willful absence from one’s position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment. Nothing contained in this article shall be construed to limit, impair, or affect the right of any public employee to the expression or communications of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment, or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment.

**SECTION 3:**

A strike is a violation of Public Act 379. The Hudsonville Board of Education may take appropriate action as deemed necessary for strike violations.

**SECTION 4:**

A bus driver engaged during the school day in any professional grievance negotiation on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary. If any negotiations are requested by the Board, which will involve the bus driver during the school day, the bus driver will be released from regular duties without loss of pay.

## ARTICLE VI – EMPLOYMENT STATUS DEFINED

### SECTION 1:

The Employer and Association recognize three categories of bus drivers:

- A. **Full-Time:** A bus driver with at least a single run per day AM and PM.
- B. **Part-Time:** A bus driver with less than a single bus run per day.
- C. **Substitutes:** Substitutes shall be defined as a bus driver scheduled to work in the absence of a full or part-time bus driver on a leave of absence (paid or unpaid) and during the period of time required to post and fill vacancies (such as medical leave, maternity leave, etc.)

## ARTICLE VII – SENIORITY

### SECTION 1:

Seniority shall be defined as length of continuous service within the bargaining unit from the employees last date of hire. From the date of this Agreement, each employee's seniority will increase as follows:

- A. **Full-Time:** Will receive one full year credit towards seniority.
- B. **Part-Time:** Will receive one-half year credit towards seniority.
- C. **Substitutes:** A substitute bus driver shall have no seniority in the bargaining unit until he/she becomes a part-time or full-time bus driver or until he/she fills a posted vacancy.

Seniority can be accumulated according to the following schedule:

0 - 49 days	None
50 - 99 days	1/2 year
100 or more days	1 full year

### SECTION 2:

The Board shall prepare and submit to the Association for its agreement a seniority list reflecting the last day of hire for each bus driver. The seniority list shall be posted by the employer annually by November 1. Upon agreement of the list, the last day of hire may not thereafter be challenged. A copy of this seniority list shall be furnished to the current President of the Association.

### **SECTION 3:**

Seniority shall terminate when:

1. The bus driver resigns; or
2. The bus driver is discharged; or
3. The bus driver fails to return to employment from an approved leave of absence or layoff; or
4. The bus driver retires from the school district.

All rehired bus drivers will be added to the bottom of the seniority list. When more than one is rehired at one time, their previous seniority will determine the order they are added to the list.

If a driver retires from the district through the Michigan Public School employee Retirement System that individual must apply as a new driver.

## **ARTICLE VIII – JOB DESCRIPTION**

### **SECTION 1 – BUS CARE:**

- A. All bus drivers shall do a complete – pre-trip inspection, as per the Handbook, before each and every trip with a school vehicle.
- B. Bus drivers shall prepare a written repair sheet for anything found to be in need of repair or replacement. This is to be turned in to the supervisor.
- C. Bus drivers shall report any and all accidents no matter how minor.
- D. Bus drivers are responsible for cleaning the interior of their bus.
- E. When one drives a bus normally assigned to another bus driver, it becomes their responsibility to clean and refuel if possible before returning it to the regular bus driver. This same condition applies to the use of all spares.

### **SECTION 2 – STUDENT DISCIPLINE:**

All student discipline problems shall be reported immediately to the Transportation Supervisor.

### **SECTION 3 – RUN CONSISTENCY:**

Bus drivers must be consistent in their time schedule for each run.

### **SECTION 4 – DRUG AND ALCOHOL TESTING POLICY:**

All bus drivers are required to adhere to the Drug and Alcohol Testing Policy adopted by the Hudsonville Board of Education. Every driver is to receive a copy of the policy and sign a

“Certificate of Receipt” and a “Consent Form for Drug and Alcohol Screening.” Bus drivers will be notified of any change in this policy.

## **ARTICLE IX – JOB ASSIGNMENT**

### **SECTION 1 – RUNS DEFINED:**

- A. HALF RUN:  
A run to OR from school; one way only
- B. SINGLE RUN:  
A run which transports students to and from schools during normal school days.
- C. TECH CENTER RUNS:  
These are runs that transport students between Hudsonville Schools and the Career Line Tech Center during the normal school day hours.
- D. COMBINATION RUNS:  
These are runs where two or more regular runs are combined during normal school hours to transport students between school and home due to an irregular school schedule change (eg. Exam days, etc.).
- E. SHUTTLE RUNS:  
Shuttle runs include activities considered part of the K-12 program, and run on a consistent basis.
- F. DOUBLE RUNS:  
A Double Run transports students for the middle/high school starting time and proceeds to pick up students for the elementary school starting time.

### **SECTION 2 – EXTRA TRIPS (SPORT RUNS, FIELD TRIPS):**

- A. Extra trips shall be assigned to the most senior bus driver with the least number of accumulated special trip hours for that trimester. The running total of the extra trip hours will begin at zero each trimester.
- B. Extra trips which go unassigned due to a lack of availability/interest from a bus driver may be assigned to a qualified district employee.
- C. If an extra trip is canceled, the regular bus driver shall be able to take their own run back.
- D. In the event there is less than twenty-four (24) hours’ notice, an extra trip need not be posted. The Transportation Supervisor may assign the trip at his/her discretion. That time shall be counted toward the bus driver’s total number of extra trip hours for that trimester.

- E. If no bus driver accepts an extra trip and no substitute bus drivers are available, it may be assigned to the least senior qualified bus driver provided no overtime occurs. If the trip would give the least senior qualified bus driver overtime, the extra trip may be given to the next least senior qualified bus driver on the extra trip list. If an available bus driver refuses a trip, that bus driver will be removed from the next posted extra trip list for two weeks, and will be placed at the bottom of the extra trip list.
- F. Extra trips scheduled on a day when school is not in session will receive a minimum four (4) hour payment.
- G. When two (2) extra trips are combined, the highest senior bus driver will be offered it first. When two (2) buses are scheduled for one (1) run and one (1) bus is canceled, the run will go to the highest senior bus driver according to the current accumulative extra trip hours list.
- H. Any newly hired bus driver automatically is given the average of all hours on the list after a 30 day (school day) waiting period from the date of full or part-time hire.
- I. After an extra trip is awarded and it changes to a drop off only, the bus driver shall be paid a minimum of four (4) hours.

**SECTION 3 – NORMAL WORK YEAR:**

A normal work year for school term employees shall generally follow the school calendar.

**SECTION 4 – NORMAL WORK WEEK:**

The normal work week for all employees is Monday through Friday.

**SECTION 5 – SCHOOL CLOSING:**

When schools are closed to students because of inclement weather or other conditions that force closing, bus drivers shall not be required to report to their job assignment. Drivers may elect to use a day of paid sick leave to receive compensation for the first three such closings. If schools are closed for weather or other conditions more than three times during the school year, bus drivers may use available paid personal leave to receive compensation for day. Bus drivers will not be compensated for school closings beyond five (5) days.

**SECTION 6 – SUMMER EXTRA TRIPS:**

Summer extra trips shall be posted weekly.

**ARTICLE X – BIDDING**

**SECTION 1 – PRE-MEETING INFORMATION:**

- A. All runs are available for bidding at the beginning of each fiscal year.
- B. All runs will be available for review by bus drivers, with estimated hours, one week before bidding date.

**SECTION 2 – BIDDING GUIDELINES:**

- A. All bidding is done by seniority.



- B. All layover tech center runs shall be considered one pair.
- C. Runs bid in pairs must be given up in pairs.
- D. Tech center runs bid in conjunction with am/pm pair, must be given up if the am or pm run is given up.
- E. Tech center runs bid in conjunction with an am/pm run, can be given up without forfeiting the am/pm pair.

**SECTION 3 – BIDDING PROCESS:**

1<sup>st</sup> Round:

- \*AM/PM (am/pm includes special ed)
- \*AM/PM and Tech Center
- \*AM/PM and Tech Center substitute
- \*AM/PM Tech Center
- \*AM/PM and Special Ed substitute
- \*AM/PM Shuttle Runs
- \*AM/PM and shuttle substitute

NOTED: Any combination of runs cannot infringe upon required number of student clock hours, cannot cause premature drop off or late pick up time at schools or cannot cause overtime.

2<sup>nd</sup> Round:

Substitute bus drivers

3<sup>rd</sup> Round:

Runs available after the 2<sup>nd</sup> round can be split.

**SECTION 4 – BIDDING AVAILABLE RUNS DURING THE YEAR:**

- A. Regular runs that become available prior to January 1 shall be offered to all full-time bus drivers first, part-time bus drivers second, substitute bus drivers third.
- B. Regular runs that become available on or after January 1 shall be offered to single run full-time bus drivers first, part-time bus drivers second, substitute bus drivers third, full-time drivers fourth. Seniority and bidding process in Section 3 shall be adhered to in each of these classifications.
- C. Any run available during the year shall be offered to top seniority bus drivers who have time available without causing a conflict with their existing runs.

## **ARTICLE XII – EMPLOYEE RIGHTS AND PROTECTIONS**

### **SECTION 1 – FILES AND RECORDS:**

- A. All bus driver files will be maintained in accordance with state and federal laws governing such records. Each bus driver shall have the right to review the contents of his/her own personnel file with due notice. Files will be reviewed with a district supervisor present. A representative of the Association may be requested to accompany the bus driver in such a review.
- B. The bus driver has the right to respond in writing to any disciplinary material placed in their file. Such response will be attached to the disciplinary communication.

### **SECTION 2 – ASSAULTS:**

Any case of assault upon a bus driver occurring during the performance of duties must be reported promptly to the Transportation Supervisor. The supervisor shall promptly render all reasonable assistance to the bus driver in connection with the handling of the incident by law enforcement. If the bus driver was acting in good faith and within the scope of his/her authority at the time of the assault, the Board will provide legal counsel to advise the bus driver of his/her rights and obligation with respect to the assault. This does not provide assistance for civil damages; initiated by the bus driver. Bus drivers are covered by the Governmental Immunity Act as are all of the other employees in the district.

## **ARTICLE XIII – GRIEVANCES AND PROCEDURES**

### **SECTION 1 – DEFINITION OF A GRIEVANCE**

A Grievance is defined as an alleged violation of a specific article or section of this agreement.

### **SECTION 2:**

Any bus driver may file a grievance and it shall be processed in the following manner:

- A. An informal discussion of the violation of the agreement shall be held with the bus supervisor within ten (10) business days of the alleged violation. The bus driver may request an authorized member of the Association to be in attendance.
- B. If a solution is not reached by an informal discussion with the bus supervisor, a written copy of the grievance shall be given to the bus supervisor within ten (10) business days of the informal discussion. See Appendix A.
- C. All written grievances must be signed by the aggrieved party.

- D. The bus supervisor must answer the grievance in writing within ten (10) business days of the receipt of the written grievance.
- E. If the aggrieved party is not satisfied with the response, the grievance shall be transmitted to the superintendent **or** designee within ten (10) business days. Within ten (10) business days after receiving the complaint, the superintendent or representative shall meet with both parties separately or together. Within ten (10) business days the superintendent or representative shall respond to the grievance in writing and forward a copy of the disposition to the Association.
- F. If the Association Board (Board of Officers and/or aggrieved party) is not satisfied with the disposition of the grievance by the superintendent, the grievance shall be transmitted to the Board by filing a copy with the Secretary of the Board within ten (10) business days. The Board, within fifteen (15) business days, will hold a hearing on the grievance. Disposition of the grievance in writing shall be made no later than ten (10) business days thereafter. A copy of such disposition shall be furnished to the Association.
- G. The failure of any representative of the employer to respond to a grievance within the time lines specified shall enable the Association to appeal to the next level of the grievance procedure within the designated time lines.

## **ARTICLE XIV – COMPENSATION**

### **SECTION 1 – WAGES FOR BUS DRIVERS:**

(See Appendix B)

### **SECTION 2 – WAGES FOR NON-DRIVING:**

See Appendix B

### **SECTION 3 – COMMERCIAL DRIVERS LICENSE REFUND:**

Bus drivers are required to obtain a Commercial Drivers License (CDL). When their license expires, they are reimbursed for the full cost minus the cost of a regular license upon receipt of their invoice.

### **SECTION 4 – PHYSICAL EXAMINATIONS:**

- A. Bus drivers shall be in good physical and mental health, be able-bodied, and strong enough physically to handle the bus. The district has a right to require a physical exam by a school designated physician. The district pays for this exam.
- B. Bus drivers shall submit to a physical examination by a reputable physician designated by the local Board of Education as required by the Department of Transportation and/or The Department of Education. This examination will be paid

for by the School District. Physical exams must be on file on or before the physical anniversary date. A failure of the examination suspends the bus driver's eligibility to drive as of the anniversary date. The decision of the examining physician will be final.

#### **SECTION 5 – PAID SICK LEAVE:**

- A. Bus drivers shall receive eight (8) paid sick leave days per year with accumulation not to exceed eighty (80) days. A paid sick leave day is equal to number of hours that reflect a driver's regular schedule. Shuttles that are bid on at bidding meeting and run continually through the school year shall be considered part of AM & PM run for sick pay.
- B. Bus drivers may use up to three (3) paid sick leave days per year to care for a sick or injured child, parent or spouse. The use of additional paid sick leave days may be approved under this provision by the Transportation Supervisor and the Director of Human Resources.
- C. Bus drivers may use up to three (3) paid sick leave days per year to receive compensation for a day when school is cancelled due to inclement weather or other circumstances beyond the control of the District. This option is available for bus drivers for the first three cancellations of the school year.
- D. Bus drivers may use up to five (5) paid sick leave days for bereavement in case of death of immediate family members; spouse, children, parents (and parent-in-law), and grandchildren. Bus drivers may use up to three (3) paid sick leave days for bereavement of brother/sister-in-law, grandparents, and grandparent-in-law.
- E. Bus drivers may use paid sick leave days for a surgery leave scheduled during the summer break with a doctors slip, stating they are unable to perform bus driving functions, on file before May 1.

#### **SECTION 6 – PAID PERSONAL LEAVE:**

- A. Bus drivers are granted two (2) paid personal days per year.
- B. Paid personal leave must be used prior to a bus driver being given permission to use an unpaid personal leave day.
- C. All requests will be made in accordance with Section 5.
- D. Personal days that are not used will be paid out at the end of the school year at a rate of 1.5 times the bus driver's regular daily rate of pay.

#### **SECTION 7 – UNPAID PERSONAL LEAVE**

1. Bus drivers must exhaust their annual allotment of paid personal days prior to using unpaid personal leave.
2. Written requests for unpaid personal leave for the current year may be submitted to the Transportation Supervisor at the bid meeting and will be accepted throughout the school year.

3. Verbal requests for unpaid personal leave will not be accepted except for in the case of unique illness.
4. Not more than four (4) bus drivers will be granted unpaid personal leave during any time period.
5. The number of unpaid days per leave request shall be approved at the discretion of the transportation supervisor. Unpaid personal leave requests exceeding five (5) days must also be approved by the Director of Human Resources.
6. A bus driver may not submit more than two (2) unpaid personal leave requests for the current school year, before Nov. 1.
7. A maximum of three (3) requests for unpaid personal leave for a day immediately preceding a non-student day will be approved. Similarly, a maximum of three (3) requests for unpaid personal leave for a day following a non-student day will be approved. No requests for unpaid personal leave will be granted for both the day immediately preceding and the day following a non-student day.
8. Unpaid personal leave requests will be considered first by the date the request is received by the Transportation Supervisor and then by seniority.
9. In cases of excessive absences not related to medical or extraordinary events,
  - a. Full-time bus drivers who are absent for more than fifteen (15) days during a school year will be demoted to the position of part-time bus driver; part-time bus drivers who are absent for more than fifteen (15) days during a school year will be demoted to the position of substitute bus driver.
  - b. Full time bus drivers who are absent for more than twenty (20) days of the school year will be demoted to the position of substitute bus driver.
10. Any request for unpaid personal leave that is not approved by the Transportation Supervisor shall be considered denied, and the bus driver must report to work.
11. Special consideration will be given to unpaid leave requests that are the result of an emergency, medical in nature, or extraordinary in nature. In such cases, the Transportation Supervisor and the Director of Human Resources will approve or deny the request.

## **SECTION 8 - ATTENDANCE BONUS**

The attendance bonus days will be structured in the following manner:

0 – 1 days off = 7 bonus days

2 days off = 6 bonus days

3 days off = 5 bonus days

The following are considered accepted absences, which will not cause the loss of the attendance bonus:

- |    |                        |              |
|----|------------------------|--------------|
| 1. | Death/Immediate Family | Up to 5 days |
| 2. | Death/In-laws          | Up to 3 days |

- |    |                                                                                                                  |                                                                                                                                                                  |
|----|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3. | Funeral/Relative                                                                                                 | Funeral Service Only                                                                                                                                             |
| 4. | Surgery or injury, Radiation, Chemotherapy                                                                       | Up to ten (10) days accompanied with doctor's slip. Absences resulting from an injury sustained in the line of duty will not result in loss of attendance bonus. |
| 5. | To accompany your immediate family at the hospital during surgery or the first twenty-four (24) hours of ICU.    |                                                                                                                                                                  |
| 6. | Jury duty/court subpoena.                                                                                        |                                                                                                                                                                  |
| 7. | School closings due to inclement weather or other circumstances beyond the control of the District.              |                                                                                                                                                                  |
| 8. | Personal Days.                                                                                                   |                                                                                                                                                                  |
| 9. | Graduation, leave, or return of a Military Service Member if he/she is an immediate family member (up to 3 days) |                                                                                                                                                                  |

**SECTION 9 – MAP DIRECTORIES:**

All regular daily bus runs shall have detailed written directions and a map prepared by Oct. 1 and maintained through out the year by the AM driver. The bus driver shall be paid upon approval of the transportation supervisor.

Paid as follows:       Single run = \$25  
                               Double run= \$35  
                               Spec Ed. Run = \$45

**SECTION 10 – USING PERSONAL VEHICLE:**

If a bus driver uses their personal vehicle for school business because a school vehicle is not available, they shall be reimbursed at the district's current rate per mile.

**SECTION 11 – TRIP CANCELED:**

If an extra trip is canceled with less than 3 hours notice to the bus driver, he/she will be paid one hour minimum rate. This only pertains to trips scheduled at times other than during regular runs.

**SECTION 12 – LONGEVITY BONUS:**

Bus drivers shall annually receive a yearly bonus payment of one days pay for five (5) years of uninterrupted service, two days for ten (10) years of service, three days for fifteen (15) years of service, four (4) days for twenty (20) years of service.

**SECTION 13 – JACKETS:**

Hudsonville Public Schools will purchase each bus driver a new jacket every five (5) years for all part-time and full-time bus drivers. A person who drives less than 6 months after receiving a new jacket will return it to the District. Jacket selection shall be made by the District.

**SECTION 14 – WAGES:**

Wage increases for 2016-2017 will be 1.5%. Contract negotiations will be reopened for determining wage changes for the 2017-2018 and 2018-2019 school years.

**SECTION 15 – HOLIDAYS:**

Bus drivers will be compensated at their average daily rate for the following six (6) holidays: Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, and Memorial Day provided they drive their regular route on the school day before and the first school day after the holiday. Bus drivers who do not work the school preceeding Christmas Eve but work the first scheduled school day after New Years Day will be compensated for Christmas Day, New Years Eve, and New Years Day. Similarly, bus drivers who do not work the school day following New Years Day but work the school day preceding Christmas Eve will be compensated for Christmas Eve, Christmas Day, and New Years Eve.

**SECTION 16 – INSURANCE:**

Health insurance will be made available to bus drivers by the School District as required by the provisions in the Affordable Care Act. At a minimum, single subscriber co-pay health insurance will be available for those bus drivers who work at least 5 and 3/4 hours a day (sports runs and field trips not to be included) and need health coverage at 60% of the plan costs to be paid for by the district and 40% of the plan costs to be paid for by the bus driver.

The following drivers are grandfathered into the single subscriber co-pay insurance until she works at least 5 and 3/4 hours per day, terminates insurance coverage or employment at which time grandfather status will be forfeited:

- Gloria Dekkinga
- Lois Richards
- Cheryl Roberts
- Mary Wind

## **ARTICLE XV – DURATION OF AGREEMENT**

### **SECTION 1:**

This Agreement shall be effective as of August 1, 2016 and shall continue in effect until July 31, 2019. Negotiations between the parties shall begin at least 60 days prior to the contract expiration date. If, Pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

### **SECTION 2:**

Copies of this Agreement shall be printed at the expense of the Board within 30 days after the Agreement is signed and presented to all Bus Drivers now employed and hereafter employed.

### **SECTION 3:**

All school district bus driving policies or any changes in said policies shall be distributed to the Association President within 30 days.

### **SECTION 4:**

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

## **ARTICLE XVI – MISCELLANEOUS PROVISIONS**

### **SECTION 1:**

During the negotiations leading up to this Agreement, each party had the opportunity to bargain on all proper matters. This represents the entire Agreement of the parties. It is further expressly understood and agreed that during its term neither party shall be required to engage in further collective bargaining on any matter or subject whether mentioned herein or not.

### **SECTION 2:**

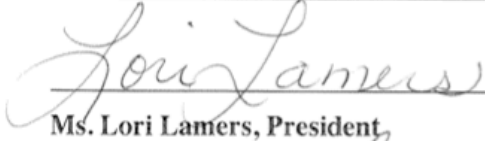
This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms.

### **SECTION 3:**

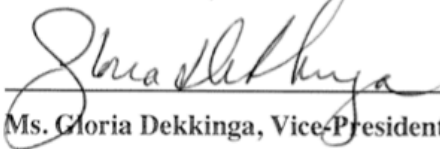
If any provisions of this Agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.



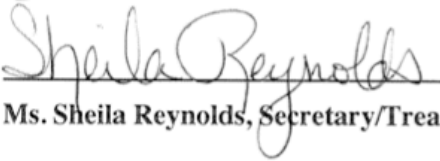
**FOR THE BUS DRIVERS ASSOCIATION**

  
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**Ms. Lori Lamers, President**


  
\_\_\_\_\_

**Ms. Gloria Dekkinga, Vice-President**

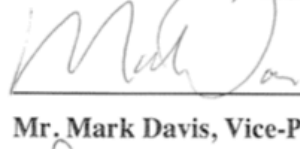
  
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**Ms. Sheila Reynolds, Secretary/Treasurer**

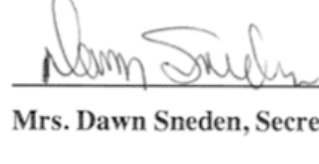
**FOR THE BOARD OF EDUCATION**

  
\_\_\_\_\_

**Mr. Kenneth Hall, President**

  
\_\_\_\_\_

**Mr. Mark Davis, Vice-President**

  
\_\_\_\_\_

**Mrs. Dawn Sneden, Secretary**

## APPENDIX A: WAGES

**August 1, 2016 – July 31, 2016**

STEP	HOURLY RATE (Pre-trip, Wait Time and Drive Time)
	<u>16 - 17</u>
<b>Probation</b>	<b>\$15.08</b>
<b>1</b>	<b>\$15.77</b>
<b>2</b>	<b>\$16.43</b>
<b>3</b>	<b>\$17.11</b>
<b>4</b>	<b>\$18.03</b>
<b>5</b>	<b>\$18.87</b>
<b>6</b>	<b>\$19.66</b>
<b>7</b>	<b>\$20.23</b>

**Steps Defined as Follows:**

<b>Probation</b>	<b>0 – 90 days</b>
<b>Step 1</b>	<b>91 days – 1 year</b>
<b>Step 2</b>	<b>Year 2</b>
<b>Step 3</b>	<b>Year 3</b>
<b>Step 4</b>	<b>Year 4 – Year 5</b>
<b>Step 5</b>	<b>Year 6 – Year 14</b>
<b>Step 6</b>	<b>Year 15 – Year 20</b>
<b>Step 7</b>	<b>Year 21 and over</b>

Fixed Rates (no steps):

- a. Extra Trip Rate (0 – 3 years of service)      \$13.49
- b. Extra Trip Rate (4 or more years of service) \$15.77 (Step 1 Hourly Rate)
- c. Training Rate      \$10.69
- d. “No Fault” work related court appearance      \$12.74  
(time outside of work time – regular pay if during work time)

Conditions:

- a. A driver on probation must drive 90 days to advance to Step 1.
- b. All runs AM, PM and Extra trips will be paid at a one hour minimum. Shuttle runs are paid for as actual time driven.
- c. Per Section 13 – Wages: Wage increases for 2016-2017 (1.5%), 2017 - 2018 and 2018 - 2019 will be determined in future bargaining sessions established for the sole purpose of establishing the wage scale.

## APPENDIX A: WAGES

**August 1, 2017 – July 31, 2018**

STEP	HOURLY RATE (Pre-trip, Wait Time and Drive Time)
<b>1</b>	<b>\$15.77</b>
<b>1</b>	<b>\$16.68</b>
<b>2</b>	<b>\$17.37</b>
<b>3</b>	<b>\$18.30</b>
<b>4</b>	<b>\$19.15</b>
<b>5</b>	<b>\$19.95</b>
<b>6</b>	<b>\$20.53</b>

**Steps Defined as Follows:**

<b>Step 1</b>	<b>Year 1</b>
<b>Step 2</b>	<b>Years 2 and 3</b>
<b>Step 3</b>	<b>Years 4 and 5</b>
<b>Step 4</b>	<b>Years 6 through 14</b>
<b>Step 5</b>	<b>Years 15 through 20</b>
<b>Step 6</b>	<b>Years 21 and over</b>

**Fixed Rates (no steps):**

- a. Extra Trip Rate (0 – 3 years of service)      \$13.69
- b. Extra Trip Rate (4 or more years of service) \$16.01
- c. Training Rate      \$10.85
- d. “No Fault” work related court appearance      \$12.93  
(time outside of work time – regular pay if during work time)

**Conditions:**

- a. All runs AM, PM and Extra trips will be paid at a one hour minimum. Shuttle runs are paid for as actual time driven.
- b. Per Section 13 – Wages: Wage increases for 2018 -2019 will be determined in future bargaining sessions established for the sole purpose of establishing the wage scale.