

WHITE CLOUD PUBLIC SCHOOLS
BUS DRIVER BUS AIDES
CONTRACT

July 1, 2019 – June 30, 2020

WHITE CLOUD PUBLIC SCHOOLS

This Agreement Made and entered into at White Cloud, Newaygo County, Michigan, dated July 25, 2019, by and between White Cloud Public Schools of Newaygo County, (hereinafter called the “School”) and the Retail Wholesale and Department Store Union, Local 386, (hereinafter called the “Union”).

ARTICLE 1 Recognition

This school agrees to recognize the Union as the sole collective bargaining agency for all the Bus Drivers & Bus Aides employed at the White Cloud Public Schools, but excluding substitutes, all other employees and supervisors.

ARTICLE 2 Union Security and Check-Off

- A. Each bargaining unit member shall, as a condition of employment on or before 30 days from the date of attainment of seniority status or the effective date of this agreement, whichever is later, join the Union, or pay a service fee determined by the Union. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the School shall, pursuant to MCL 408.477; MSA 17277(7) and at the request of the union deduct the service fee from the bargaining unit member’s wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, not later than 30 days following deduction.
1. Prior to any deduction of service fees, bargaining unit members who object to the composition of the service fees, shall have the right to fully process any such objection (including appeals) before the Union shall request the deduction. The Union will provide all bargaining unit members with the following:
 - a) Advance justification of service fee calculation.
 - b) A prompt, impartial and legally adequate internal procedure for resolution of service fee disputes.
 - c) Escrow of reasonably disputed amounts.

2. The deduction procedure in all cases where authorization has not been made shall be as follows:
 - a) The Union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the School in the event compliance is not effected.
 - b) If the bargaining unit member fails to comply, the Union may file a formal request with the School to deduct the service fee from the bargaining unit member's wages. The Union shall forward a notice of this request to the bargaining unit member and shall file a proof of service with the School.
 - c) The School, only upon receipt of said request for deduction, shall conduct a due process hearing on said request.
3. The Union agrees to assume the legal defense of any suit or action brought against the School (including each School Board member) regarding this Article of the collective bargaining agreement. The Union further agrees to indemnify the School for any costs including back pay, or damages which may be assessed against the School as the result of said suit or action.

ARTICLE 3 Management Rights

The management of the School and the direction of the working forces, including the right to plan, direct and control school operation; to hire, suspend or discharge for cause; to train employees; to transfer; to relieve employees from duty because of lack of work; and the right to introduce new or improved methods or facilities, are vested exclusively in the School, provided these rights shall not be used for the purpose of discrimination, and that they are subject to the seniority rules, grievance procedure, and other provisions of this Agreement, as the same are herein set forth.

ARTICLE 4 Seniority

- A. Any new employee will be considered to be a probationary employee until he or she has been regularly (non-substitute) employed for ninety (90) school/work days, and during the probationary period he/she will not be entitled to any seniority. At the end of the probationary period, each new employee will be entered on the seniority list as of the date of his/her regular (non-substitute) employment at the White Cloud Public Schools. Substitutes are not eligible for seniority regardless of length of service as a substitute. During the probationary period, the employer may suspend, transfer, or discharge the new employee for any reason whatsoever and no claim will be made by the Union that the action was improper.

- B. Seniority, as that term is used in this agreement, shall be computed from the date of regular (non substitute) employment with the School. The school agrees to furnish the union with a seniority list by October 1 of each school year and when a new hire attains seniority status. Within 21 days of the October 1 posting of the seniority list, employees shall object to any perceived errors in the list; thereafter the list shall be considered final and conclusive. Identical hiring dates and times will be entered alphabetically.
- C. In case of layoff, recall from layoff, job bidding, special assignments or promotion, the principle of seniority shall prevail, provided the employee is qualified to perform the duties of the position.
- D. All notices of recall shall be by certified mail. As for employees in a layoff status, the failure of any employee to inform the School of his or her availability to return to work within five (5) working days after receiving such notice shall be deemed a waiver of any rights under this Agreement.
- E. Special Trips: Bus Drivers Only.
1. Drivers willing to make special trips will be listed in order of seniority.
 2. Trip assignments will start at the top of the list and rotate in order at the beginning of each school year. If the driver is removed from a special trip due to the cancellation of the bus needs, driver will remain at their spot in the rotation prior to signing up for that special trip route. Bus drivers that show up prior to the cancellation of a special trip will receive one (1) hour show pay.
 3. Drivers refusing or unable to make a trip shall be bypassed until the next regular rotation. If a driver is not given two hours notice of the special trip, that driver does not lose their spot in rotation. Transportation supervisor will continue on bus driver list until dispatched, and will then return to that driver for the next trip. Further, if a driver is dispatched on a trip and another trip is available before the first trip leaves, the driver of the first trip shall have first option of the trip now being dispatched. Trips, when practical, will be dispatched with a 48 hour notice.
 4. No trading of trips shall be made.
 5. Special trips will be posted with a sign-up sheet, employees interested in any special trips must sign the posted sheet, if employees are not on the sheet they will not be solicited for such trip. When an employee is solicited for such trip the employee will have two hours following the solicitation to give the transportation supervisor his/her acceptance of such trip. Special trips may be offered to drivers who would be required to miss their basic daily run.
 6. There will be no seasonal bids.
 7. Bus Break Down – Drivers to be compensated at extra trip hourly rate for break downs during transport. To be paid minimum of 1 hour if the length of the time is longer than the calculated rate for the route.
 8. It shall be at the sole discretion of management to utilize employees for

special trips, which may result in the payment of overtime to those employees.

9. Transportation of students for purpose of extra activities in a school bus will stay in rotation within the bus drivers.
10. An employee in route rotation relieving an absence for the Career Tech Center (CTC) run will be relieving the run on a continuous basis until the employee who was being relieved returns.
11. Emergency Trips:
 - a. In the morning any Driver that returns out (after releasing the Students) to assist another Driver will receive hourly pay rates with a minimum of one hour pay.
 - b. In the afternoon any Driver that has returned from their normal run and returns out to assist another Driver will receive hourly pay rates with a minimum of one hour pay.
 - c. Any Driver that transports Students to Career Tech Center (CTC), Enterprise, Pre K run, on an emergency trip will receive hourly pay rates.
 - d. A Driver that takes any emergency trip for Career Tech Center (CTC), Enterprise, Pre K run, will remain in rotation. This emergency may require the Supervisor to appoint out of rotation.
 - e. Any Driver who assists a Driver during their regular run will not be compensated for the first half hour of extra time.
12. Extra Trip Fueling – Any extra trip over 150 miles may require fueling and receive up to 15 minutes additional time on the route.

F. There shall be two (2) departments for seniority purposes: Bus Drivers, and Bus Aides.

1. Seniority shall not be transferable between departments. Employees who voluntarily elect to transfer to another department shall retain accumulated seniority in their former department until seniority in the new department becomes equal in length.
2. Employees whose regular work schedule in either or both departments consists of forty (40) hours or more per week shall be considered full-time employees. Employees whose work schedule is less than 31 hours per week shall be considered part-time employees. The status of employees whose regularly scheduled hours of work exceed thirty (30) but less than forty (40) will be decided by mutual agreement between the union and the school.
3. In the case of vacancies due to the termination of employees or the addition of jobs, such openings shall be posted for bid and the most senior employee applying from that department shall be awarded the job, if all other factors are relatively equal.
4. All vacancies, including those, which occur due to the bidding procedure, shall be posted for three (3) working days.
5. Posted job openings shall be assigned to the winning bidder within one (1) week after the end of the posting period.

6. In the event of route revisions and/or realignments, during the regular school year (not including summer routes) such route shall be retained by the school bus driver who previously drove the greater part of the route. A driver who loses his/her route assignment because of this procedure may “bump” the lowest seniority driver.
7. As it becomes necessary to assign a bus driver to a route due to the formation of new routes, or due to the termination of a driver, such route openings shall be posted for bid, and among those applying, the most senior employee shall be assigned to the route.

G. Seniority and the relationship of employer and employee shall be considered broken and terminated when any of the following circumstances arise:

1. An employee voluntarily quits the school employment.
2. An employee is discharged for just cause.
3. An employee is absent for three (3) consecutive working days without notifying his immediate supervisor, unless it is physically impossible for him to do so.
4. An employee who has been laid-off because of lack of work fails to report within a period of five (5) working days after notification is mailed to him/her or he/she is called at his last address of record as given by the employee to the School; provided however, that if said failure to report was excusable for reasons satisfactory to the School, such person shall lose only the immediate employment offered and shall retain his seniority.
5. An employee fails to report for work at the termination of a leave of absence.
6. An employee is not on the payroll for a period of one (1) year or a period equal to this length of service, whichever is shorter, for any reason other than sickness, unless on an approved leave of absence.

H. The Union, School and employee shall cooperate when making determinations as to a reasonable accommodation without imposing an undue hardship for the disabled employee as defined under the Americans With Disabilities Act. The employee’s request for an accommodation must be provided within fifteen (15) day’s notice of the need for an accommodation accompanied by a physician’s statement confirming the need for an accommodation. A reasonable accommodation may include, but not be limited to job restructuring, modified work schedule, reassignment and acquisition of equipment or devices provided that such accommodation would not fundamentally alter the essential functions of the job.

ARTICLE 5
Sickness/Personal Leave

- A. Transportation Employee.
1. As of the date of ratification, each employee will receive eight (8) leave days (four (4) per six (6) month period-July1-December 31, January 1-June 30) with no accumulation of banked days. At the conclusion of each school year any unused days will be paid back to the employee at the rate of \$45/day at a maximum of eight (8) days. Employees with banked days will continue to keep them.
 2. Use of unpaid time off will be limited to 2 consecutive days with prior administrative approval for non-medical purposes. Unpaid time off that would require more than two consecutive days will be approved on a case-by-case basis at managements discretion. Anyone using unpaid leave that was not approved would be subject to disciplinary procedures as outlined in Article 14 of this agreement.
- C. General Provisions.
1. It is understood that abuse, or misuse of the leave provisions may be cause for disciplinary action including discharge in cases of repeat offenders.
 2. In the event of illness, the employee shall notify the supervisor as soon as possible so a substitute may be arranged via supervisor cell phone, office, phone, or text message within a 15 minute period.
 3. Routine medical, dental and optician appointments shall be covered under leave provisions.
 4. Up to two leave days may be used for critical immediate family illness.
 5. After the third consecutive day of absence, or where a pattern of absenteeism exists, the school may request a doctor's verification of any illness covering the length of absence for which the employee is to be paid.

ARTICLE 6
Bereavement

- A. A maximum of three (3) paid days per incident for employees shall be allowed for death in the immediate family, which includes spouse, child, sibling, sibling-in-law, parent, parent-in-law, step parents, step parent-in-law, grandparent, grandparent-in-law, and grandchild. Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance may be deducted from leave.

ARTICLE 8
Family Leave

A leave of absence of up to twelve (12) weeks during the twelve (12) month period, as defined in the Federal Family and Medical Leave Act (FMLA) of 1993, shall be granted to any employee who has worked a minimum 1250 hours in the preceding twelve (12) months, pursuant to the FMLA, for any of the following purposes:

1. The birth or placement for adoption or foster care of a child;
2. Because of a serious mental or health condition of a spouse, son, daughter or parent of the employee (as defined in the FMLA of 1993);
3. Because of the employee's own serious health condition;
4. The care of a child under the age of 18, or an older child, incapable of self-care because of a mental health or physical disability.

If the leave is taken for medical reasons, the School may require medical certification pursuant to the FMLA.

If employee is on medical leave, the employee will retain their current seniority and route.

At the option of the employee and with the employer's consent, a family leave may be taken on an intermittent or reduced schedule basis for the serious health condition of the employee or the prescribed family members cited in B above. In the event an employee must be transferred in order to better accommodate recurring periods of leave, all the transfer language of Article 4 – Seniority shall apply.

The employer shall continue all health benefits during the twelve (12) week leave. If the employee fails to return from leave at its expiration, except in the event of the continuance, onset or recurrence of a serious health condition of the employee, other circumstances beyond the employee's control, or the extension of the unpaid leave, the School shall have the right to recover all premium payments made during the unpaid leave interval.

The employee may choose to utilize paid leave days or banked leave days for all or part of the duration of the leave where otherwise authorized by this Agreement or as additionally authorized by the employee.

ARTICLE 9
Grievance Procedure

- A. For the purpose of this Agreement, a grievance shall be defined as any dispute or difference of opinion between an employee covered by this Agreement and

the School involving the meaning and/or application of the terms of this Agreement.

Step 1. Any employee who believes he/she has a grievance shall discuss it with his/her immediate supervisor, with or without his/her steward, as the employee desires. The supervisor shall give his/her answer within five (5) working days after such discussion.

Step 2. If the grievance has not been settled in Step 1 and the employee desires to appeal, the Chief Steward shall present the grievance, in writing, signed by the aggrieved employee, to the school Superintendent, within five (5) working days after the supervisor's answer in Step 1 above.

Thereafter, the Chief Steward shall meet with the Superintendent for the purpose of discussing the grievance. If the grievance is settled as the result of such meeting, the disposition shall be reduced in writing and signed by the Superintendent and the Chief Steward. If no settlement is reached, the school shall give a written answer to the grievance within five (5) days after the date of such meeting.

Step 3. If the grievance has not been settled in Step 2 and the school's answer is not satisfactory to the Union, the union may appeal, in writing, to the school Superintendent within five (5) working days. Within ten (10) working days thereafter, the Superintendent, or his representative will meet with a business representative of the Union and the Chief Steward for the purpose of discussing the grievance if resolved, the settlement will be reduced to writing and signed by the parties. If no settlement is reached, the school shall give a written answer to the grievance within five (5) days after the date of such meeting.

Step 4. If the grievance is not settled in Step 3, and the school's final answer is not satisfactory to the Union, the union may appeal the grievance to arbitration by giving written notice of the Union's desire to arbitrate to the school within ten (10) working days from the date of the School's final answer in Step 3. If the parties cannot agree on an acceptable arbitrator within five (5) working days, they shall submit a joint request to the Federal Mediation and Conciliation Service to appoint an arbitrator. The decision of the arbitrator shall be final and binding upon both parties. Each party shall bear the expense of preparing and presenting its own case, but the cost and expense of the arbitrator, including fees, shall be borne equally by the parties. The arbitrator shall not have the right to amend, modify, nullify, ignore or add to the provisions of this Agreement. The arbitrator shall consider and decide only the particular grievance presented to him and his decision and award shall be based solely upon interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. If the matter appealed does not involve an interpretation of the terms or provisions of this agreement, the arbitrator shall so rule in his award and the matter shall not be considered further by the arbitrator. The willful failure of either party to appear before the arbitrator in arbitration proceedings will not serve to invalidate such proceedings, nor will the willful failure of either party to present its case at the time of the hearing serve to delay the hearing or invalidate the decision of the arbitrator. The arbitrator shall have no authority to rule

on the discharge or discipline of a probationary employee.

- B. No grievance shall be filed or processed if it concerns a matter occurring more than five (5) working days prior to the date of filing, or five (5) days prior to the time the employee should have become reasonably aware of such grievance.
- C. If an employee files a complaint or charge with any administrative agency, state or federal or civil complaint involving the same subject matter as a grievance, the grievance shall be withdrawn with prejudice.

ARTICLE 10

Transportation Employees Wage Schedule

	2019-20	
Regular Run		
Base Pay	\$49.01	
Plus amount per Mile over 20, per trip	\$.34	
Noon Run	\$21.22	
Plus amount per mile over 20, per trip	\$.34	
Career Tech Center (CTC)	\$15.47	
Enterprise Mid-Day Special Education Run Round trip		
Career Tech Center (CTC) Agricultural Center Trip		\$11.33
Extra Trips	\$11.33	
Reimbursable extra trips to be paid at	\$12.36/hr	
District will reimburse up to \$10.00 for breakfast, lunch, or dinner with receipts. (three (3)hour trip minimum) will be reimbursed, no meals brought from home will be reimbursed.		
Bus Aides	Paid at	\$11.25/hr
Longevity Pay – 7-10 years		\$225 (To be paid prior to June 30)
11+		\$300 Not subject to Proration

Section 2 – Bus Drivers, Bus Aides OAR Clause.

The School agrees to pay the employee’s contribution to the public school retirement fund.

ARTICLE 11
Insurance

- A. The health care coverage shall not include coverage for employees or their dependents for abortion services; other than for spontaneous abortions or to prevent the death of the woman upon whom the abortion is performed, as specified in the State Aid Act. 388.1166d.
- B. Employees not eligible for health insurance may pay premiums through payroll deduction, subject to 125 of the IRS Code. A single carrier shall be selected by all the employees.
- C. Subject to Letter of Understanding Health Insurance, carriers and policyholder may be changed during the term of this Agreement.

ARTICLE 12
Vacations and Holidays

Transportation Employees:

Transportation Employees will be compensated for the following holidays:

Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas, New Years, Good Friday, Memorial Day.

To qualify for holiday pay, the employee must work the last scheduled day before the holiday and the first scheduled day after the holiday and must meet the work schedule, unless excused for just cause.

Holiday pay will consist of the employee's normal daily earnings for that period.

ARTICLE 13
Working Hours

When an employee, at the request of the employer, works as excess of forty (40) hours per week, he shall be paid at one and one-half (1 + ½) times his hourly rate for those hours in excess of forth (40).

- A. Overtime shall be rotated based upon seniority within a building. If no custodians are available in a building for overtime, the employer may, at its discretion, require an employee to perform overtime starting with the least senior employee.

ARTICLE 14
Miscellaneous Provisions

- A. Drivers who attend a student disciplinary conference or drug testing at the request of the Employer will be paid at the extra trip rate, with a minimum of

- one hour's pay. If a driver misses a bus run due to drug test, the driver shall receive route pay or extra trip rate, whichever is greater. Mileage for driving to drug testing will be paid at IRS mileage rate.
- B. The School will establish a fee, which will be sufficient to cover the cost of the required driver physical examination from a physician of the school's choice.
 - C. The School will pay fees for testing required for bus driver certification and/or CDL provided the driver passes the test.
 - 1. If a driver voluntarily terminates employment within the first 12 months from the date of hire, the driver will reimburse the district all training, certification, and other costs incurred by the district. Exceptions may be made by the Board of Education.
 - D. Inclement Weather:
 - 1. Transportation Employees: Transportation employees are not required to work on school days cancelled due to inclement weather or for reasons beyond the school's control. Drivers will receive pay for those days, which are not required to be made up in order for the school district to receive full state aid. Act of God days which must be rescheduled for the school district to receive full state aid shall be unpaid at the time of cancellation. Drivers will receive their normal rate of pay on the rescheduled day provided they work on that rescheduled day. It is within the school's discretion to reschedule Act of God days. On days in which school is delayed and morning Pre-K and Career Tech Center (CTC) run is cancelled, drivers with these runs will not be paid.
 - 2. In the event that White Cloud Public Schools is closed and the Activity Center is open, to which the Activity Center doesn't have to make-up days at the end of the school year, driver and aide are allowed to use one of their personal paid leave days (Article 5, A.1.) for the day they don't get paid.
 - E. Part-time employees shall be permitted to subscribe to the group medical insurance plan on an individual basis by means of a payroll deduction and in accordance with the rules of the insurance carrier.
 - F. Employees will receive full pay on days when serving on jury duty. Employees released prior to the end of their shift shall report to work. The employee will turn into the business office the jury duty paycheck (no mileage or expenses) in return for full wages for that day.
 - G. The School shall administer adequate discipline, as determined by the administration, to unruly student bus riders, in a uniform manner; and promptly inform the school bus driver of the action taken. Driver will receive a copy of the referral prior to being sent to administration for disciplinary action. Driver will receive notice of action within 10 days of the incident.
 - H. Discipline would follow the concept of a progressive nature. This would include a verbal warning, written reprimand, suspension without pay, with discharge being used as a final and last resort. Severe infractions may result in bypassing some progressive discipline steps, providing the Board can show just cause. Disciplinary reports of minor violations will be removed from an

- employee's file three (3) years from date of issue, upon mutual agreement.
- I. Drivers may be appointed to safety and total quality management committees. Employees shall be paid the minimum wage for participation on such committees.
 - J. Employees shall notify their supervisor of any on the job injury within twenty-four (24) hours of the event or of the employee's knowledge of the injury. Employees may be required to report to a physician as directed by the school district at the school's expense.
 - K.** Union representatives will be allowed a total of five (5) leave days per contractual year for attendance at Union functions, provided there is not cost to the district. These days may only be used with the approval of their immediate supervisor, and must be requested at least one (1) calendar week
 - L. Bus drivers shall be allowed twelve (12) minutes for each pre-tripping inspection for their AM, PM, and Noon runs.
 - M. Drivers may be informed of any student(s) medical plan or behavior plan on their route.

WHITE CLOUD PUBLIC SCHOOLS

ARTICLE 15
Duration of Agreement

This agreement is the complete agreement between the parties, and shall become effective on July 1, 2019, and will remain in effect until June 30, 2020.

FOR THE WHITE CLOUD PUBLIC
SCHOOLS BOARD OF EDUCATION

FOR RWDSU LOCAL 386

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date _____

Date _____

ADDENDUM 1

- A. If White Cloud Public Schools employs its own custodial crew and/or mechanics crew, it is understood that contractual language pertaining to these groups will be bargained and reinstated into this contract.