

**OKEMOS BOARD OF EDUCATION  
and  
OKEMOS TRANSPORTATION ASSOCIATION**

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OKEMOS BOARD OF EDUCATION  
And  
OKEMOS TRANSPORTATION ASSOCIATION

PREAMBLE

This agreement is entered into this thirtieth (30th) day of June, 2016, by and between the Board of Education, Okemos Public Schools, Ingham County, Okemos, Michigan, hereinafter called the "Board", and the Okemos Transportation Association, hereinafter called the "Association".

**ARTICLE 1**

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2016. The language shall continue in effect until the thirtieth (30th) day of June, 2019. Salary and benefits will be renegotiated for the 2017-2018 and 2018-2019 school years. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

An emergency manager appointed by law may reject, modify or terminate this agreement as provided by law.

**ARTICLE 2**

RECOGNITION

- A. The Board recognizes the SEIU Local 517M, Okemos Transportation Association as the exclusive and sole bargaining representative for all bus drivers employed by Okemos Public Schools, excluding there from the Director of Transportation, mechanics, substitute drivers, hourly personnel employed in the transportation department, and all other school personnel.
- B. The Board agrees not to negotiate with any other transportation association or organization for the duration of this Agreement.

**ARTICLE 3**

RESPONSIBILITIES OF THE BOARD

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 laws and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.

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 expressed terms of this agreement and then only to the extent such specific and expressed terms thereof are in conformance with all applicable law and regulations having the effect of law.

Nothing contained in this Agreement shall be construed to limit the Board's rights regarding those matters designated as management rights and prohibited subjects of bargaining in the Public Employment Relations Act. This provision shall prevail in the event it conflicts any other provision of this Agreement.

#### **ARTICLE 4**

##### RIGHTS AND RESPONSIBILITIES OF TRANSPORTATION PERSONNEL

- A. Pursuant to the Michigan Employment Relations Act, the Board hereby agrees that the bus drivers shall have the right to freely organize, join and support the Association for the purpose of collective bargaining or to refrain from such activities.
- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, provided such business does not interfere with the normal working hours.
- C. The Association, upon the approval of the Building Administrator, will have the right to use school facilities and equipment, on school grounds, at times when such equipment is not in use for regular operations provided it has trained operators. The Association shall pay the cost of all materials and supplies incident to such use.
- D. There shall be maintained in the Human Resources Department a cumulative record folder for all bus driver personnel. Drivers will have the right, upon request, to review the contents of his/her personnel file in the presence of an administrator and a representative of the Association.
- E. Driver personnel shall have the right, upon request, to have a representative of the Association present when he/she is being reprimanded, warned, or disciplined. After such a request is made no action shall be taken until a representative is present.
- F. Drivers will be responsible for keeping front and rear windows and lights clean when the washing of buses is not possible. Drivers will be provided supplies to keep front and rear windows and lights clean.
- G. It shall be the responsibility of the bus driver to maintain proper licenses and certification. The responsibilities of a bus driver include, amongst others, that they must be safety conscious, courteous, tactful and dependable employees and that they report for work properly groomed and attired which may include slacks, capris, culottes, or knee-length walking shorts, proper shoes (closed toe); they are to be knowledgeable of state traffic laws and they must maintain discipline and order on their buses; they are directly responsible for keeping the bus clean and

reporting any mechanical failure to the Director of Transportation and must, not only accept supervision from the Director of Transportation, but also must exercise supervision of students in their care.

**ARTICLE 5**

**SALARY SCHEDULE**

A. 1. Hourly Rates

	<i>2016-17</i>
<b>Hourly Rate</b>	
Step 1	\$14.84
Step 1.5	\$15.28
Step 2	\$15.74
Step 2.5	\$16.07
Step 3	\$16.41
Step 3.5	\$17.09
Step 4	\$17.98

B. Based on the revised and adopted budget in November, 2016, if total revenues exceed total expenses, the Board will maintain the first \$100,000. Okemos Transportation Association bargaining unit members will receive their proportionate amount of the “excess” not to exceed an amount equal to 1/2% of the 2015-2016 wages (wage schedule only) of the bargaining unit. For the first ½% of “excess” there will be an off schedule distribution as determined by the Okemos Transportation Association bargaining team. Any amount greater than the \$100,000 + 1/2% “cap” will be maintained by the District.

Note: Should the district sell or lease any property, the revenue generated will not be considered in this equation.

C. 1. Field trips shall be paid at the rate of \$12.59 per hour. Field trips shall be paid based on the nearest 1/4 hour increment. (Example, a trip lasting 2 hours 20 minutes will be paid for 2 and 1/4 hours; a trip lasting 2 hours 10 minutes will be paid for 2 and 1/4 hours.) If a field trip is within a 40-mile radius from the transportation facility and the requisition for the trip indicates the trip is in excess of three (3) hours, the District shall have the discretion to require the driver to

return to the transportation facility after dropping off the students. In such situations, the driver shall receive a minimum of one and one-half (1.5) hours pay for transporting the students to the destination and returning to the transportation facility and a minimum of 1 and one-half (1.5) hours pay for traveling to the destination to pick up the students and returning to the transportation facility. In such situations continuous pay would not be granted and the driver would not receive pay for the interim period between these trips.

2. Summer field trips will be handled as follows:
  - (a) "Summer" begins after the normal school year ends (approximately the second week in June).
  - (b) Pay rates for the "summer" are based upon a fiscal year July 1 to June 30.
  - (c) Where a summer field trip involves only one destination as defined in Article 18-J-1, the rate will be \$15.35 per hour.
  - (d) Where a summer field trip involves two stops at separate destinations, the rate will be \$20.52 per hour.
- D. The Board agrees to pay time and one-half for actual driving time for any regular run as well as field trip time for all hours driven in excess of eight (8) hours in one day. (See Letter of Understanding.)
- E. Time and one-half will be paid for actual driving time on Saturdays and the following holidays: Day after Thanksgiving, Presidents' Day and the day before or after Presidents' Day. Sundays and the following holidays will be paid double time: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King, Jr. Day, and Memorial Day. There shall be no pyramiding. For computation of hours concerning overnight field trips, see Article 21.
- F. Driver(s) on a field trip out of the Okemos School district during the following times; 7:00 a.m. to 10:00 a.m. (Breakfast); 11:00 a.m. to 1:00 p.m. (Lunch); 5:00 p.m. to 7:00 p.m. (Dinner) are eligible for the following benefits:
  1. If a driver is on a field trip out of the Okemos School District for less than 8 hours, not including ½ hour meal period, the driver will receive a ½ hour paid meal period.
  2. If a driver is on a field trip out of the Okemos School District for 8 hours or more, not including ½ hour meal period, the driver will receive a ½ hour paid meal period plus the following meal reimbursement:

Breakfast	\$5.00
Lunch	\$6.00
Dinner	\$8.00

Drivers that are assigned duties that exceed four (4) continuous hours that span the foregoing

meal times shall be eligible for one (1) meal reimbursement as above specified.

G. All full time drivers receive longevity pay as follows:

**2016-2017**

After 3 years through 5 years	\$698
6 years through 10 years	\$911
11 years through 20 years	\$1197
21 years or more	\$1625

Drivers that received longevity payments in 1991-92 will continue to receive longevity unless they voluntarily reduce their hours below "full time" as defined in 1991-92. Longevity will be paid in the week following the first regular paycheck in December of each year.

H. Any bargaining unit member completing twenty-four (24) years of service with the Okemos Public Schools will receive a one-time recognition stipend in the amount of three hundred dollars (\$300).

**ARTICLE 6**

**PAYROLL DEDUCTIONS**

A. The following is a list of deductible items that may be deducted from the Okemos Public School checks upon proper authorization:

1. Hospitalization and/or Medical Insurance
2. United Fund
3. Credit Unions or Other Banking Institutions
4. Tax Shelter Annuities
5. Life Insurance - Additional
6. U.S. Government Bonds

B. The Association agrees to indemnify and save the Okemos Public Schools and the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of or by reason of action taken by the Employer, its officers, agents, including the Administrators, and individual Board members.

**ARTICLE 7**

**PROBATION AND EVALUATION**

A. Upon completing ninety (90) working days of probationary service, the employee shall be evaluated in writing. Satisfactory rating shall include a recommendation for continued employment. All employees completing the probationary period will be paid at the rate specified in Step 1 for the balance of the school year. Probationary drivers will be paid at \$0.50 per hour less than Step 1 during the probationary period, however, substitute drivers who have

substituted in Okemos Public Schools for more than one school year may continue to receive their current substitute rate during the period of probation.

Probationary employees may be discharged at will and without recourse to the grievance procedure.

- B. If the service of a new bus driver fails to be satisfactory within the first ninety (90) working days, he/she may be dismissed with one (1) day notice. Whether such service is satisfactory is to be determined by the Director of Transportation and with the approval of the Deputy Superintendent. The decision of the Director of Transportation and the Deputy Superintendent shall be final and not subject to challenge.
- C. A written evaluation will be completed by the Director of Transportation by June 1st of each year. A copy shall be signed by the driver and placed in the employee's personnel file.

## **ARTICLE 8**

### TERMINATION AND SUSPENSION

- A. Transportation personnel may be terminated for the following reasons:
  - 1. Moral turpitude
  - 2. Reporting for work in an intoxicated or impaired condition (due to consumption of alcohol or use of illegal or prescription drugs) or the failure of a drug or alcohol test
  - 3. Consumption of alcohol or drugs while on work time
  - 4. Use of profane language while on work time
  - 5. Abandonment of work responsibility
  - 6. Performance constituting a hazard to one's self, other personnel or student
  - 7. Insubordination
  - 8. Failure to report absence from work prior to designated starting times
  - 9. Unsatisfactory performance, including report-in time
  - 10. Neglect of duties, including failure to follow Board discipline policy
  - 11. Being charged with any felony or circuit court misdemeanor involving moral turpitude or theft, conversation, embezzlement, intentional destruction of property of the employer
  - 12. Falsifying any documents relating to one's compensation or that of another employee, including but not limited to the application for employment, time sheets, and reason for

absences

13. Inability, for reason of poor health, or lack of physical fitness, to perform one's work satisfactorily; and
  14. Excessive or frequent absenteeism that is not substantiated as reasons of illness
- B. It shall be the responsibility of the Director of Transportation to immediately suspend personnel suspected of 1, 2, 3, 4, 5, 6, 7, 11 and 12 listed in Section A. Any personnel suspension shall be directly and immediately reported to the Deputy Superintendent.
  - C. Personnel violating code of appropriate conduct per 8, 10 and 13 listed in Section A shall be given one (1) written warning by the Director of Transportation. A second (2nd) such violation shall result in immediate suspension.
  - D. Personnel guilty of 4 and 9 listed in Section A shall be given two (2) written warnings by the Director of Transportation; a third (3rd) such violation shall result in immediate suspension.
  - E. The Director of Transportation shall immediately notify the Association in the case of suspension of personnel.
  - F. Suspension is action taken against personnel by the Board for just cause. Personnel under suspension shall have pay withheld. If it is proven that the suspension was unjustified, personnel shall receive full compensation for the period of time he/she was under suspension.
  - G. Personnel under suspension shall have recourse through the grievance procedure.
  - H. A written warning must be presented and signed by the personnel prior to being placed in the personnel file. Signature by the personnel shall not necessarily constitute agreement of what was said, but merely acknowledgment that he/she had read the warning.

## **ARTICLE 9**

### **GRIEVANCE COMMITTEE**

- A. At the beginning of each school year, the bus drivers shall elect by majority vote three (3) regular bus drivers to act as a committee which will be responsible for acting in conjunction with their designated representatives as grievance representatives for all bus drivers when requested to do so by the drivers or act as a designated representative. This committee shall also act as a liaison between management and the Union to discuss policies, amendments to this agreement or letters of understanding or interpretation between management and the Union.
- B. No member of the bargaining unit that has successfully completed his/her probationary period shall be disciplined without just cause.

## ARTICLE 10

### GRIEVANCE AND APPEAL

- A. Definition: A grievance is a claim by a bus driver, a group of bus drivers or the Transportation Association that there has been an alleged violation, misinterpretation or misapplication of any provision in this Agreement, and may be processed as a grievance as hereunder provided.
- B. Any matter involving the content of a transportation personnel evaluation shall not be the basis of any grievance filed under the procedure outlined in this Article.
- C. If an individual transportation member has a personal complaint which he/she desires to discuss with their immediate supervisor, he/she shall be free to do so without recourse to the grievance procedure. A complaint is a minor disagreement, which may become a grievance if left unattended.
- D. Transportation personnel may present any grievance with full assurance that such presentation will in no way prejudice their standing or status within the school system.
- E. If the Association has a grievance, the Association will begin procedure at level two (2) by submitting the grievance in writing.
- F. The term grievant shall be used hereinafter to mean an employee, group of employees, or the Association.
- G. A grievance to be considered under this Agreement must be initiated by the grievant within ten (10) workdays from the time of its alleged occurrence.
- H. A grievance must be in writing and contain the following:
  - 1. It shall be signed by the grievant
  - 2. It shall contain the date of the alleged violation
  - 3. It shall be specific
  - 4. It shall contain a summary of the facts giving rise to the alleged violation
  - 5. It shall cite the section(s) or sub-section(s) of this agreement alleged to have been violated
  - 6. It shall specify the relief requested.
- I. Level One

The grievant(s) shall first discuss the matter with the immediate supervisor. The grievant(s) may be accompanied by an Association representative. If not satisfied, the grievant(s) may within five (5) workdays, file a grievance in writing with the immediate supervisor and the Association grievance committee. Within five (5) workdays of receipt of the grievance, the immediate supervisor shall remit a written disposition of the grievance to the grievant(s).

J. Level Two

If the grievant(s) is not satisfied with the disposition at level one, the grievant shall within seven (7) work days after receipt of the disposition, be transmitted to the Assistant Superintendent. Within seven (7) workdays after receipt of the grievance, the Assistant Superintendent shall meet with the grievant(s) to hear testimony. The Assistant Superintendent shall remit a written disposition within seven (7) workdays after this meeting.

K. Level Three

If the grievant(s) is not satisfied with the disposition at level two, the grievant shall within seven (7) workdays, after receipt of disposition, be transmitted to the Superintendent. Within seven (7) workdays after receipt of the grievance, the Superintendent or designee and one (1) board member shall meet with the grievant(s) to hear testimony. The Superintendent shall remit a written disposition within seven (7) workdays after this meeting.

**ARTICLE 11**

**SICK LEAVE**

Sick leave is a form of insurance, not a form of compensation. The purpose of sick leave is to protect personnel and the pupils when personnel become ill. Permanent bus driver personnel shall be allowed sick leave with pay as listed hereafter:

- A. All bus drivers shall receive ten (10) sick days per each school year, with unlimited accumulation. Employee's accumulated sick leave bank balance will be listed in terms of hours, rather than days. By way of example: 10 sick days at 4.5 hours per day = 45 hours of sick leave. 10 sick days at 7.5 hours per day = 75 hours of sick leave.
- B. Sick days are to be interpreted as follows:  
Illness: Personal, or physical care of self or immediate family, or any person he/she is responsible for.
- C. Bereavement Days - Death in the Immediate Family  
Bus drivers shall be given three (3) bereavement days per death per year and shall be non-cumulative. Bereavement days will not be deducted from the sick bank. Bereavement days will be used for immediate family only. Immediate family shall be interpreted as: mother, father, husband, wife, child, step-child, grandchild, mother and father-in-law, sister or brother, grandparents, and any other person for whose physical care she/he is principally responsible.
- D. Bus drivers may take one (1) day per year to attend a funeral of any person and the Superintendent or designee may approve additional days. These days are to be deducted from personnel's sick bank balance. If the sick leave balance is zero or negative, no pay will be given.
- E. Consideration will be given for travel time to attend an out-of-state funeral.

## ARTICLE 12

### BENEFITS

- A. All benefits are based on an employee's "regular" runs. Regular runs are defined as those runs that transport students from home to school and school to home on a daily basis (established by the school calendar).
- B. Holidays with Pay
1. Thanksgiving and the day after
  2. New Year's Day
  3. Memorial Day
  4. Presidents' Day
  5. Labor Day
  6. Christmas Day
  7. Martin Luther King, Jr.'s Birthday
  8. Friday before Labor Day (if school is not in session)

In order to be paid for these holidays, the employee must work the last working day before and the first (1st) working day following the holiday, unless the person involved produces a medical slip signed by his doctor verifying he/she was unable to work due to illness.

Payment for the holidays shall be based only upon regular runs and shall not include any field trips which the employee may have had.

- C. Emergency Closings

When school is closed or delayed because of heavy snow or ice, or any emergency school closing that the district determines to not make up, all transportation personnel will receive full pay for each day for their regular trips. This excludes field trips. If the school district determines that the lost time or lost day(s) should be made up, transportation personnel will be paid when the time or day(s) are made up.

- D. Personal Business Day

1. All transportation personnel shall be entitled to two (2) days absence per school year with pay, for the expressed purpose of transacting personal business. Personnel shall submit this request not less than two (2) work days prior to the date requested for leave. The transportation coordinator must give written approval.
2. A personal business day is a day allowed for the employee to transact personal business that could not be done at any other time and may not be used on days immediately preceding or following a holiday or vacation period.
3. Unused personal business days will be converted to sick leave on July 1.

E. Benefit for Employees who quit for Reasons Other Than Retirement

After ten (10) years, if an employee quits, the Board will pay at the rate of twenty-five dollars (\$25) per day for accumulated sick days up to a maximum of \$2,000. This benefit is not available to an employee who quits under threat of discharge.

F. Retirement Benefits

Retirement shall be interpreted to mean leaving the services of the Okemos Public Schools and becoming an annuitant of the Michigan Public School Employees Retirement Fund, Social Security, or both. The Board agrees to pay to retiring personnel who have at least ten (10) years of service with the Board and less than twenty-one (21) years of service with the Board, one hundred dollars (\$100) per year of service to the Okemos Public Schools. The Board agrees to pay retiring personnel who have twenty-one (21) or more years of service with the Board one hundred fifty dollars (\$150) per year of service to the Okemos Public Schools. If an employee retires after ten (10) years of service to Okemos Public Schools, the employee shall also be paid for his/her unused sick leave at the rate of one-half (1/2) of his/her regular daily rate up to a maximum of three thousand dollars (\$3,000).

**ARTICLE 13**

INSURANCE BENEFITS

A. Workers' Compensation

The Board agrees to carry Workers' Compensation Insurance for all drivers. Personnel sustaining injury or occupational disease arising out of or in the course of Board employment shall be continued on the payroll to the extent of sick leave available. Once sick leave is exhausted, the employee may then receive Workers' Compensation benefits. However, the employee may at his own option reserve the use of sick leave benefits and go immediately on Workers' Compensation provided he otherwise qualifies for the insurance benefits.

B. Long Term Disability

The Board shall provide to all full time non-probationary drivers a long term disability policy which will provide that after ninety (90) consecutive days of disability, the driver will receive 66 2/3 % of his normal daily wage subject to a maximum of \$5,000 per month until such time as the employee is able to return to work or until the maximum time specified in the policy. The provisions of this benefit are subject to a modified fill. Full-time is defined as regular runs that exceed twenty (20) hours per week.

C. Life Insurance

The Board agrees to provide \$25,000 term life and AD&D insurance for permanent bus drivers. The details relative to coverage are in the term life insurance certificate. Selection of the carrier will be at the discretion of the Board. (See full time definition in paragraph B.) With the approval of the carrier, drivers will have the option to add spouse and/or dependant coverage, at the employee's expense, in whatever amount that may be selected by the drivers and approved by

the carrier. The Employer agrees that payment for any spouse and/or dependant coverage can be made via payroll deduction.

#### D. Dental Insurance

1. The Board will provide a dental program to all full-time employees, 80% co-insurance with a \$1,500 yearly maximum. (See full time definition in paragraph B.)

Basic Benefits: No deductible.

Dental benefits include a preventable program for cleaning, x-rays, (bitewing) oral examination and fluoride applications. These benefits are limited to two (2) visits each year.

As an incentive to participate in the preventive program, the 80% co-insurance will increase 10% each year to 100% provided the employee visits the dentist for cleaning at least once every 12 months. Failure to do so will revert the employee benefits to 80% co-insurance.

Major services: No deductible - 80% coverage.

An additional \$1,500 will be allowed for children's orthodontics for bargaining unit members receiving cash in lieu of health insurance.

2. Selection of all the insurance carriers shall be at the discretion of the Board.
3. The Board agrees to pay the premiums for full-family coverage with internal and external coordination of benefits.

#### E. Health Insurance

1. The Board of Education agrees to provide medical health insurance for employees. Full family, self and spouse and single subscriber coverage will be available. The amount of the insurance premium to be shared by the Board and employee shall depend upon the number of hours per week worked by the employee. For this purpose, forty (40) hours per week shall be considered to be full-time and only those hours worked by the employee on his/her regular run(s) shall be counted. Thus, extra hours, such as field trips, shuttle runs and fuel attendant, shall not be counted. Employees working less than forty (40) hours per week who receive full family or self and spouse coverage must pay a prorated share of the monthly premium. If an employee's run(s) exceed twenty (20) hours per week and the employee receives single subscriber coverage, the Board shall pay the entire premium, subject to the employee's contribution. If an employee's run(s) are twenty (20) hours or less per week and the employee receives single subscriber coverage, the premium will be prorated using twenty-one (21) hours as the denominator to determine the portion of the premium to be paid by the Board.

2. The selection of all insurance carriers shall be at the discretion of the Board. For the 2016-17 school year the Board will provide a PHP-PPO healthcare plan. (Board paid \$3000/\$6000 deductible; \$30 office; \$10/\$20 prescription). The Board will provide access to Teladoc (access to U.S. board certified doctors 24/7/365).
3. The Board shall not be responsible for any benefits available under the insurance coverage for any period when personnel are not covered by the carrier.
4. The medical program provided will be as listed in the insurance policy. Details relative to the eligibility and coverage specifics are mentioned in the present employee insurance benefit brochure. It is understood and agreed that coverage specifics may be changed from time-to-time by the insurance carrier or underwriter.
5. Bus drivers not electing health insurance will receive \$175.00 per month to be remitted in cash. The cash amount may be applied toward annuities approved by the Employer or other plans of record with the Employer through a salary reduction agreement.

The Employer has adopted a qualified plan document, including a salary reduction agreement which complies with Section 125 of the Internal Revenue Code. The Employer shall have the right to determine the plan administrator. The employee shall pay for the monthly administration fee for documents required to be filed under Section 125 including a salary reduction agreement. The Employer has adopted a qualified plan document up to the maximum permitted by the Code including a salary reduction agreement which complies with Section 125 of the Internal Revenue Code.

The Board agrees to implement a Section 457 Plan and a Roth 403b.

6. The Board will pay 80% and the employee will pay 20% of the health premium.

F. Vision Care

The Board will provide to all full-time employees a vision care program with internal and external coordination of benefits as follows:

	<u>Rates</u>
Examination	\$75.00
Lenses	
Pair - S V	\$180.00
Bi-focal/progressive lens	\$190.00
Tri-focal	\$200.00
Progressive	\$190
Frames	\$80.00
Contacts	\$160.00

An employee requiring a vision examination every twelve (12) months for medical reasons will have a benefit of \$58 each year. A medical statement must be forwarded to the Superintendent or designee to initiate this plan.

The Program includes complete examination, prescription lenses and frames once every twenty-four (24) months. A change in prescription is necessary for the replacement of lenses and/or frames.

The Program includes prescription sunglasses, gradient tints, photo gray lenses, blended lenses, and oversize lenses.

Employees shall be responsible for insurance premiums from and after thirty (30) days following the expiration of sick leave or the commencement of an unpaid leave of absence except as required by law.. If an employee shall fail to work or be paid via use of sick leave, at least fifty percent (50%) of the scheduled work time in any given month, he/she shall be responsible for the prorated amount of the insurance premium(s) due for that month except as required by law.

If a driver works or is on approved sick leave at least 50% of the scheduled work time in any given month, the board will be responsible for the insurance premiums for the month.

- G. If an employee retires/resigns at the end of a school year, the employee's healthcare will cease on June 30. If the employee does not return for the next school year, the employee must reimburse the district for healthcare premiums paid on his/her behalf for July and August. Under unique circumstance, this can be waived at the discretion of the Superintendent or designee.

#### **ARTICLE 14**

##### SCHOOL REIMBURSEMENT

- A. The school shall reimburse the driver for the cost of licenses required to drive school buses when a license is renewed. If, however, additional costs are incurred because of driver's driving record, the driver shall be responsible for those additional costs to secure his/her continued license.
- B. Payment for schooling will be made on the next scheduled pay period, following completion of required hours and evidence of school completion is presented to the Director of Transportation.
- C. Drug/alcohol testing. Should a bus driver be required to participate in drug/alcohol testing outside their normal work schedule, he/she will be paid for time spent traveling to and from drug testing/collection and during drug testing in 15-minute increments.

#### **ARTICLE 15**

##### PHYSICAL EXAMINATION

- A. It is required that bus drivers be given physical examinations by a physician approved by the Board of Education. The cost of the physical will be borne by the district.
- B. Each driver shall have a valid medical examiner's certificate before employee transports pupils.

- C. Each driver shall be physically examined once every two years, unless examining physician determines a more frequent schedule.
- D. Each driver shall be subject to random sampling for drug and alcohol tests.
- E. The physical examination must be completed so that the Director of Transportation receives the written results of the physical examination prior to June 30 of the preceding school year.

## **ARTICLE 16**

### WORK WEEK

- A. A workweek shall usually consist of five (5) days a week.
- B. Transportation's working week shall coincide with the school year.
- C. All absence must be reported not later than 5:45 A.M. This will be done by voice calling the Director of Transportation either at home or on cell phone.
- D. Buses are not to leave the terminal earlier than fifteen (15) minutes before school dismissal time.
- E. All drivers must report in person to the bus garage 15 minutes prior to the scheduled time for departure, unless prior approval has been given by the Director of Transportation.
- F. Drivers shall receive pay at field trip rate for all mandatory meetings up to nine (9) per year, called by the Director of Transportation, in 15 minute increments of pay.
- G. Drivers will be paid for the route selection meeting at field trip rate with a minimum of one (1) hour pay. During the school year, the Director of Transportation may call meetings of the drivers to discuss topics of interest, however, these meetings shall not exceed a total of three (3) hours per school year without additional pay.

Any meetings requiring the attendance of the driver with the principal and parent will be paid a field trip rate for actual time spent. Attempts will be made to schedule such meetings at approximately 9:30 A.m.

## **ARTICLE 17**

### SENIORITY

- A. New employees hired, other than substitutes, part-time and temporary help shall be considered as probationary employees for ninety (90) working days in their job assignment. There shall be no seniority among probationary employees. When a full-time, permanent, probationary employee finishes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority thirty (30) working days prior to the day he completed the probationary period; the thirty (30) day period may be extended for any absences during that period by the amount of said absences. Full time shall be defined as drivers with regular runs that exceed 20 hours per week.

- B. Seniority shall be in accordance with the employee's last day of hire.
- C. Employees moving from one collective bargaining unit to another shall not retain or transfer accumulated seniority accrued in any other collective bargaining unit except as follows:  
An employee may transfer outside of the bargaining unit for a period of sixty (60) working days without losing previously acquired seniority, however, he/she shall not accumulate seniority outside of the bargaining unit.
- D. When more than one employee is hired on the same day, seniority will be determined by alphabetical sequence of last names.
- E. The Director of transportation will provide the Association, upon request, with a seniority list on August 15.
- F. An employee will lose his seniority and terminate his employment with the Board for the following reasons:
  - 1. Employee quits or retires.
  - 2. Employee is discharged and the discharge is not reversed.
  - 3. If the employee fails to return to work when recalled from layoff.
  - 4. If the employee overstays by one (1) day of leave of absence granted for any reason, as hereinafter provided, unless an extension has been granted, he shall lose his seniority.
  - 5. If the employee gives a false reason for a leave of absence.
- G. An employee who is hired for only a limited period of time to substitute for one or more permanent, full-time employee, or permanent, part-time employee during their absence, because of illness or while on leave or vacation, or for a job which is of limited duration, and who is so informed at the time he is hired, shall be considered a temporary employee. He shall not acquire seniority by virtue of such temporary employment.
- H. An employee who has an approved health leave or is disabled and unable to perform their work, will continue to accumulate seniority during this period of time for up to one (1) year from the last day worked.
- I. An employee who receives an extension of health or hardship leave or is disabled and unable to perform their work in excess of one (1) year from the last day worked, will not accumulate seniority but will retain his seniority up to one (1) additional year.
- J. A leave of absence shall not be given to an employee to seek employment outside the school district.

## ARTICLE 18

### ROUTES AND TRIPS

- A. The number of regular runs shall be given according to seniority. If a single run is to be added after the initial assignment of regular runs during the school year, it shall be added to the most senior compatible single run that exists at that time. If a single run does not exist then the additional run shall be given according to seniority. Single runs will be paid at an hourly rate except where the driver has only a single run. Drivers called in to cover a run will receive a minimum of 1.5 hours pay.
- B. If school employees and school buses and/or trucks are used for a school sponsored trip involving the transportation of Okemos Public Schools students, the last bargaining unit member picked for the trip shall drive the bus and/or truck used to transport student luggage supplies.
- C. Since transportation of students is a non-instructional service, the Board and Association recognize that the Board has the right to subcontract for transportation services. Where it is determined to utilize outside equipment and/or bus drivers for transportation services, management shall inform the Union of the basis for its decision.
- D. The district may use mini buses for runs having twenty-two (22) or less special education, gifted, or Chapter I students. Career center students will be included in the foregoing. The driver shall be paid at a rate of \$17.39 per hour with a minimum pay of 1 1/2 hours. The number of "runs" or stops or schools used for drop off shall not affect the hourly pay.
- E. Seniority will be used for assigning drivers to athletic trips at the beginning of the school year. Seniority will also be used for assigning drivers to athletic trips when an extra bus is known to be needed for an athletic team at least three (3) times. The procedure described in subsection I.4. will be followed for assigning drivers when an extra bus is needed for an athletic team in other circumstances, including those where the extra bus is needed more than three (3) times but that need was not contemplated.
- F. Drivers who had a team sport assigned to them the previous school year will have first option to drive the team in the fall until the route selection meeting is held.
- G.
  - 1. A field trip is a complete run to and from one event or activity during the school year or multiple trips to and from a single destination which is 15 miles or less from the building where the trip originates. A team trip is a complete run to and from an athletic event or events or separate runs by the same driver who is transporting separate teams.
  - 2. In the summer, field trips will be handled as specified in Article 5-C.2.
- H.
  - 1. All field trips will be chosen according to an equal-hour basis. Such hourly records are to be kept on a chart for viewing. Any driver low on field trip hours shall have first chance at open field trips. If said driver declines the open trips, hours will be automatically charged under him/her. Drivers not wishing to take field trips may request to have their

names removed from the available list. New regular drivers and those who wish to be reinstated, may be placed on the active list by assuming charged hours equal to the highest hours on the list. All drivers will be allowed free admission to any interscholastic athletic events for which they are assigned to drive. The Board will not pay in excess of \$20 for admission charges to field trip events if the event is within a ten-mile radius of the bus garage.

2. Participation of family members on a field trip will require registration and payment of any fees connected to the trip. Participation of family members who are not scheduled to go as participating students or chaperones require the approval of the Director of Transportation.
3. Trips will be posted on Monday morning and will be assigned at a time to be determined by the drivers at their first meeting of the school year. A committee of drivers shall have the responsibility of the field trip charge boards. Trips scheduled for Monday morning will be posted on the prior Friday morning and filled Friday morning (until 12 noon). The Director of Transportation may post late trips at any time at the bottom of the board, regardless of when they go out.
4. Team trips that regular drivers cannot take will be posted as early as possible, those interested sign and a drawing will be held. If the Director of Transportation has several days notice, drawings will take place twenty-four (24) hours after the trip is posted. A driver does not have to be present for the drawing of a team trip. Last minute notices will be posted and drawn at 9:00 a.m. that day. Last minute notices received after 9:00 a.m. will be drawn at 2:15 p.m. that day.
5. The Director of Transportation may assign a regular driver who has a team trip to instead drive his/her regular run and have the substitute driver take the team to its destination. After the regular driver completes his/her regular run, the regular driver shall proceed to the team's destination and transport the team on the return trip.
6. Once a field trip is selected it cannot be changed unless it has gone through the charge board. If a driver cancels, the driver will be charged for double the hours and the trip will go up again. Low hours will prevail. Even if a driver who cancelled has been charged, the hours will be charged again to the driver who took the trip.

Records will be kept by the committee in charge of the field trip charge board.

7. Uncovered trips will be covered at the discretion of the Director of Transportation. He/she will attempt to cover trips with substitutes or regular drivers. If, after reasonable attempts are made, and no one is available, the team trips will be assigned to the driver that selected that particular team. Field trips that are not covered will be assigned to drivers starting with the lowest seniority on a rotating basis.
8. If a driver is off the last working day before a weekend trip a stand-by substitute will be picked. If it is on the charge board it will be picked according to low hours. If it is a team

trip drivers interested will sign up and a drawing will be held by 2:15 p.m. on the last working day. If the trip goes before 9:00 A.m., the stand-by substitute will be notified the night before by the supervisor. If it is after 9:00 A.m., the standby will be notified two (2) hours before leaving time by the supervisor.

9. An attempt will be made to notify transportation personnel at least twenty-four (24) hours prior to the time of departure, if a field trip has been canceled or postponed. Night trip drivers must notify the Director of Transportation not later than 12 Noon the day of the trip, if they must cancel. Day trip drivers must notify the Director of Transportation by 6:45 A.m., if they must cancel.

If transportation personnel report for duty for a field trip on Saturday or a day when school is not in session and the field trip is not taken, personnel will be paid for the time spent on the job, plus three (3) hours of the field trip hourly rate.

10. If a driver reports for duty on an assigned field trip and is sent back to the bus garage because the bus is not needed, he/she shall be paid for the time spent on the trip or three (3) hours at the field trip rate of pay, whichever is greater. However, if the trip was originally scheduled to be less than three (3) hours, the driver will be paid the hours originally scheduled.

11. Transportation personnel will coordinate pick up times with the person in charge of the trips.

For field trips scheduled between schools within the district that do not require more than two (2) hours the driver will be paid for two (2) hours. Trips that are in excess of two (2) hours the driver will be paid for an hour leaving and an hour returning.

12. On overnight field trips a separate room shall be provided for the driver.
13. If a driver has to give up a team or field trip because he/she has to go to court on school business, they shall be paid for that team trip.
14. If an unscheduled team trip is posted and the team driver is committed to a chargeable field trip, they must have their name removed from the chargeable trip and the hours deducted.
15. Only when a school cancels a field trip, those hours will be deducted from the driver who has accepted the trip. The only time the hours will not be deducted is when the trip is rescheduled. The driver will then take that trip.

- I. Sign up for summer work will be posted no later than May 15th each year. All drivers interested shall sign up no later than May 30th. Summer work/trips shall be assigned by a committee of drivers on a weekly basis; at 9:00 a.m. on each Monday. Drivers present for weekly assignments shall be eligible for trips during that week. Drivers will not be paid for attending weekly assignment meetings. Drivers not present at 9:00 a.m. each Monday shall be called and/or

assigned trips for that week only when eligible drivers are unable to cover for that week's trips.

J. The administration will attempt to give the drivers as much notice as possible for all field trips.

## **ARTICLE 19**

### LEAVES OF ABSENCE

#### A. Maternity Leave/Child Care

1. Maternity leave without compensation is available to personnel. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board. The maternity leave shall commence not later than that date that the personnel is unable to properly perform her required functions.
2. If the employee desires a leave of absence, she must file a written request, including a physician's statement certifying her pregnancy, specifying the beginning and ending dates of the leave, with the Superintendent's office at least sixty (60) days prior to the date the leave is to begin.
3. A personnel who is pregnant may continue in active employment as late into her pregnancy as she desires, provided:
  - a. She does not become an occupational risk
  - b. Her physician certifies periodically at the request of her immediate supervisor that she is physically sound and able to perform all duties of her position
  - c. She performs all duties and functions of her position on the same basis as expected of any other employee
  - d. A failure to comply with any of these requirements may be cause for the Board to place the personnel on a leave of absence
4. In computing service to determine personnel member salary at expiration of leave time spent on leave shall not be counted as active service in the Okemos Schools.
5. Personnel on a maternity leave of absence shall make written application for reinstatement ninety (90) days prior to the expiration date of the leave.
6. Returning personnel must provide a statement from a licensed physician as evidence of recovered health before being permitted to return to duties.

#### B. Health and Hardship Leave

1. The Board may grant a leave of absence for not more than one (1) year without compensation to any personnel member who is unable to perform his/her regular duties for an extended period of time because of personal illness, accident, or equally grave emergency, provided written request for such leave of absence is submitted by the personnel, and provided a written certification of illness is received from a physician for a health leave.

2. In computing service to determine said personnel's salary at expiration of leave, time spent on leave shall not be counted as active service. Personnel must provide a statement from a licensed physician as evidence of recovered health before being permitted to return to duties in the Okemos Schools. Returning personnel shall be given the same classification and salary step as they had at the time leave was taken, but shall be granted such increase or decrease as pertaining to that same classification and salary step provided by the new salary schedule.

C. Military Leave

1. Transportation personnel who have been inducted or enlist for military duty in any of the armed forces of the United States shall be granted a leave of absence for a period not to exceed ninety (90) calendar days beyond their honorable discharge date.

Application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) calendar days from date of said release or discharge.

2. Full credit towards advancement on the salary schedule shall be granted.
3. Leave shall not be extended beyond the initial enlisted or induction period.
4. A dishonorable discharge shall not obligate the Board for future employment.
5. A certification by a licensed physician of the physical and/or mental capability may be required as a condition of employment capability.

- D. Additional unpaid leaves during the school year will not be granted except in cases of emergency and/or with the approval of the Director of Transportation.

E. Family Medical Leave

1. It is understood that the Family and Medical Leave Act of 1993 does not abrogate the rights of the parties under this Collective Bargaining Agreement. Where additional benefits are extended by the Act to bargaining unit members, those additional benefits will be honored by the district. Where certain employer rights are also granted in connection with those additional benefits, the district shall be free to exercise those rights.
2. Pursuant to the provisions of the Family and Medical Leave Act, eligible employees shall be granted unpaid leave for the purposes and to the extent required by law, subject to all of the terms and conditions of the law and its implementing regulations. Any paid or unpaid leave which is otherwise available under the provisions of this agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfilling the leave entitlement of the eligible employee to the extent permitted by the law and its implementation regulations.

3. Upon receiving notice of a request for leave of absence either under the Collective Bargaining Agreement or under F.M.L.A., the district shall notify the bargaining unit member when granting the requested leave in accordance with federal regulations that the use of the leave time will serve to satisfy the F.M.L.A. required leave time.

## **ARTICLE 20**

### FUELING

Bus drivers will not be required to gas buses on a regular basis. If a driver is assigned the responsibility for fueling all of the bus fleet, the rate shall be \$16.10 per day.

## **ARTICLE 21**

### OVERNIGHT TRIPS

- A. When a driver takes an overnight trip, the driver shall be paid at the field trip hourly rate of pay for all actual driving time and waiting time when required to remain with the bus at the event. The driver will cease to be paid when the bus is parked and he has no further duties for the evening. Only upon approval of the Superintendent or designee will the driver receive more than eight (8) hours pay in any one day. Said eight (8) hours is including both the driving and waiting time.
- B. Drivers shall not be required to share lodging and shall be reimbursed for the actual cost of the lodging at the single room rates not to exceed \$45.00 per night. Receipt of payment must be presented to the Director of Transportation prior to reimbursement. If a driver is required to stay at a hotel or motel where the sanctioned event is scheduled, the \$45.00 maximum shall not apply.

## **ARTICLE 22**

### JURY DUTY

Drivers shall not be assessed a "trip charge" for days he/she is serving on either a jury panel or actual jury duty.

## **ARTICLE 23**

### LAYOFF AND RECALL

- A. The Association shall be notified at least thirty (30) days prior to any pending reduction-in-force.
- B. Upon request by the Association, the Employer shall meet with representatives of the Association to review the circumstances and justification for any proposed layoffs.
- C. All layoffs shall be via inverse seniority, provided the employee has satisfactory evaluations.
- D. The Employer will give the driver fifteen (15) days written notice prior to the effective date of the layoff. "Written notice" will be given when the Employer places the notice of layoff in the mail with prepaid postage affixed thereon or personally delivers the layoff notice to the employee.

- E. Employees will remain on the recall list for the length of their seniority, but not to exceed one (1) year from the date of layoff.

**ARTICLE 24**

**SAFETY AND FIRST AID**

The Employer shall provide first aid kits, including rubber gloves and flashlights for all buses. Reasonable attempts shall be made by the Employer to provide basic training in emergency first aid procedures for all drivers. The Employer shall provide time for participating in such training.

**ARTICLE 25**

**CONSTRUCTION/OBSTRUCTION PROVISIONS**

Drivers should notify their Supervisor of any specific construction site problems and/or obstruction problems throughout their runs, which he/she perceives as potential safety problems. The Employer agrees to investigate these concerns in an expedient manner and notify the driver(s) of his/her recommended course of action within three (3) days.

**ARTICLE 26**

**ASSOCIATION BULLETIN BOARD**

The Employer agrees to provide one (1) bulletin board designated for the exclusive use of the Association for Association related activities. The Employer shall also provide adequate space in the driver's meeting room for maintaining the board.

**DURATION OF THE AGREEMENT**

This agreement shall be effective as of July 1, 2016 and shall continue in effect through June 30, 2019.

Date: \_\_\_\_\_

\_\_\_\_\_  
Okemos Board of Education

\_\_\_\_\_  
Service Employees International Union

APPENDIX A

GRIEVANCE REPORT FORM

ARTICLE 10, Paragraph H, GRIEVANCE PROCEDURE, REQUIRES THAT A WRITTEN GRIEVANCE SHALL CONTAIN THE FOLLOWING:

1. It shall be signed by the grievant.
2. It shall contain the date of the alleged violation.
3. It shall be specific.
4. It shall contain a summary of the facts giving rise to the alleged violation.
5. It shall cite the section(s) or sub-section(s) of this Agreement alleged to have been violated.
6. It shall specify the relief requested.

GRIEVANCE # \_\_\_\_\_ School District Distribution:

1. Superintendent
2. Assistant Superintendent
3. Immediate Supervisor
4. Association
5. Grievant

GRIEVANCE REPORT

Submit to Immediate Supervisor in duplicate

Name of Grievant \_\_\_\_\_

Date Filed \_\_\_\_\_

**STEP I**

A. Date Cause of Grievance Occurred \_\_\_\_\_, 20\_\_.

- 1. Statement of Grievance
- 2. Relief Sought

B. Disposition by Immediate Supervisor

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association

\_\_\_\_\_  
Signature Date

**STEP II**

A. Date received by Assistant Superintendent \_\_\_\_\_ 20\_\_.

B. Disposition of Assistant Superintendent

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association

\_\_\_\_\_  
Signature Date

**STEP III**

A. Date received by Superintendent or his/her designee and one member of the Board of Education \_\_\_\_\_, 20\_\_.

Disposition by Superintendent/designee and Board Member

\_\_\_\_\_  
Signature Date

Position of Grievant and/or Association

\_\_\_\_\_  
Signature Date

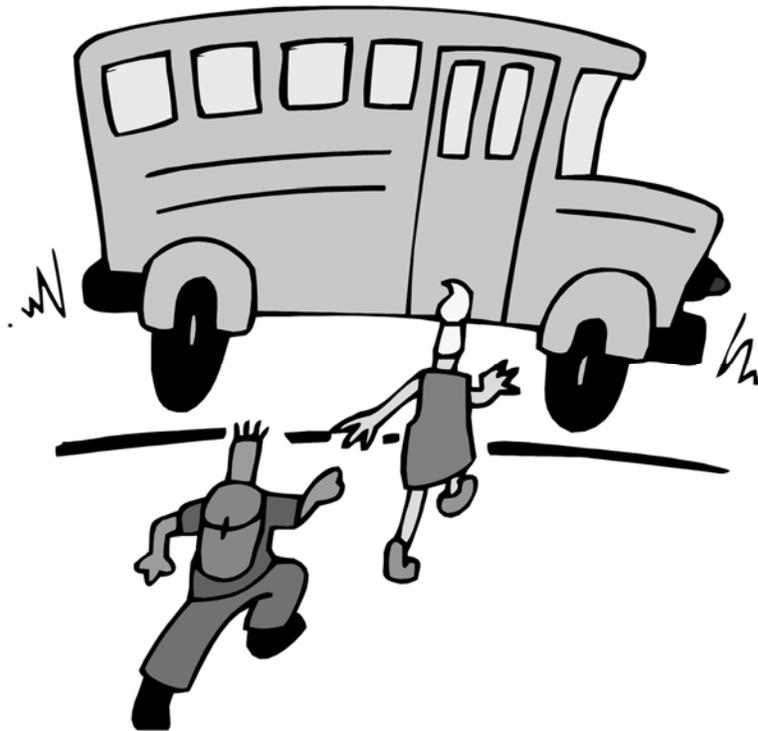
## APPENDIX B

### NOTES FROM BARGAINING

During the negotiations the parties discussed the concerns expressed by the Okemos Bus Drivers Association over the snow and ice problems prevalent in the bus parking lots during the winter months.

The primary concern was the removal of snow and ice (via salting) of these areas before the Drivers prepare their buses for runs.

The Administration agreed that maintaining safe, clear parking lots be given every reasonable consideration in the future. Furthermore, the Administration agreed to notify appropriate parties of this action.



LETTER OF UNDERSTANDING  
RE: ARTICLE V, C  
COMPUTATION OF OVERTIME

It is agreed between the parties that the interpretation of Article V, Section C, shall be changed with the 1992-93 school year.

When calculating overtime, the parties agree that only actual driving time shall be used, not time that may be assigned as minimum pay for the run or shuttle or some other calculation.

Actual driving time means the lapse of time from when the bus leaves the bus garage complex until it returns to the bus garage complex.

Actual driving time for purposes of computing field trip pay is as defined in Article 21.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

---

LETTER OF UNDERSTANDING  
RE: ENFORCEMENT OF BOARD POLICY R3541

It is understood between the parties that Section VII, paragraph D.1. of Board Policy R3541 is meant to authorize drivers to remove student(s) from the bus for severe misconduct before a run commences subject to proper notification of the principal or his/her designee.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

---

LETTER OF UNDERSTANDING

The Employer and the Association agree to implement a pay schedule allowing a choice of payment schedules for base pay only. The options include:

- 1) Biweekly
- 2) 21 pays
- 3) 26 pays

The drivers shall notify payroll of the option chosen at least two weeks prior to the start of the school year.

## LETTER OF UNDERSTANDING

It is agreed by and between the Okemos Board of Education and the Okemos Bus Drivers Association on this 1st day of July, 1993, that in order to achieve clarification of the relationship of "full-time" as used in the collective bargaining agreement specifically in Article 5, Section F and Article 13, paragraph E (longevity and health insurance), that this Letter of Understanding shall govern:

1. It is agreed that if employees received longevity payments under Article 5, Section D or health insurance under Article 13, Section E, during the 1989-90 school year, but are not driving "full-time" as defined in Article 13, paragraph B, they may continue to receive longevity and health insurance benefits even though they are not driving full-time within the meaning of the current collective bargaining agreements so long as they have not driven full-time at any time between the 1989 school year and the 1993-94 school year. New drivers or those who have voluntarily worked less than full-time will receive only a prorated amount of the fully paid single subscriber rates for health insurance.

---

## LETTER OF UNDERSTANDING

At the drivers' meeting held on August 2, 1999, a procedure was established to allow regular full time low seniority drivers to fill the 15 slots for team trips.

Therefore, when the drivers pick team trips, the first 15 drivers pick a trip. If a driver passes from the beginning or first round, they will continue to go down the list and stop at 15. If a new lower seniority driver gets a team in the first year, it does not guarantee he/she will get a team the following year if a higher senior driver decides the next year to select a trip.

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**Master Agreement  
Between  
Okemos Board of Education  
and  
SEIU Local 517M,  
Okemos Transportation  
Association  
2016-2019**

**OKEMOS PUBLIC SCHOOLS  
OKEMOS, MICHIGAN**

