



**AGREEMENT BETWEEN**

**BOARD OF EDUCATION  
NORTHVIEW PUBLIC SCHOOLS**

**AND**

**KENT COUNTY EDUCATION ASSOCIATION**

**TRANSPORTATION**

**July 1, 2018 – June 30, 2019**

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## **AGREEMENT**

### **Section A. Parties**

This AGREEMENT is made and entered into on the 27<sup>th</sup> day of August, 2018 between the Board of Education of Northview Public Schools hereinafter called the “Board”, and the Kent County Education Association, Michigan Education Association, National Education Association (MEA/NEA), hereinafter called the “Association”.

### **Section B. Application**

All terms and conditions of employment specified in this contract apply only to those members of the Kent County Education Association that are employees of the Northview Board of Education as specified in Article I, Recognition Clause.

The power to decide whether or not to enter into, ratify, or execute a collective bargaining agreement with the Northview Public Schools Board of Education rests solely with the members of the Northview Transportation Association, and shall not be delegated to any bargaining representative or any education association or conditioned on approval by any bargaining representative or any education association.

### **Section C. Headings**

The headings used in this Agreement are for reference only and shall not add to nor subtract from the express terms and provisions contained therein.

## **PURPOSE**

### **Section A. Establish Terms and Conditions**

This Agreement is negotiated pursuant to the Public Employment Relations Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

### **Section B. Cooperative Dispute Resolution**

The Board and the Association recognize it is the intent and purpose of this Agreement to promote and ensure a spirit of confidence and cooperation between the Board and its Employees as well as establish an orderly and peaceful resolution of labor disputes which may arise during the life of this Agreement; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

### **Section C. Binding Obligation**

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent.

## **ARTICLE I — RECOGNITION**

The Board hereby recognizes the Kent County Education Association, the Michigan Education Association, and the National Education Association, (KCEA/MEA/NEA), as the sole and exclusive bargaining agent, for all full-year, school-year and regularly scheduled part-time school bus drivers, excluding the Director of Transportation or other transportation supervisors, substitutes, and all other employees.

## ARTICLE II — ASSOCIATION RIGHTS

### **Section A. School Building Use**

The Association and its members may use the district facilities at reasonable hours for meetings as long as the building is covered by the operating staff. Room arrangements shall be made with the principal involved or the Superintendent or designee. The Association may be required to secure an approved Building Use permit before the use of any school facility.

### **Section B. Posting Notices and School Mail Use**

The Association will have the right to place notices, circulars, and other material on Association bulletin boards, with at least one of which shall be provided in each work site, and mail boxes. Authorized representatives of the Association will assume the responsibility for posting or distributing materials of the Association. The school mail system may be utilized by the Association for its official business.

### **Section C. School Equipment Use**

The Association may use office equipment at reasonable times when such equipment is not in use. Administrative notification will be given prior to such use. The Association shall furnish all materials and supplies incidental to its operation.

### **Section D. Information**

The Board will, furnish the Association, in response to written request, copies of public records or documents. The Association may be requested to compensate the Board for the cost of reproduction and making the materials available.

### **Section E. Copies of the Agreement**

The Board will furnish a copy of this Agreement to each employee in the bargaining unit and to each new employee and five (5) additional copies to the Association without cost.

### **Section F. Change of Status**

The Board will make available to the treasurer of the Association the names and addresses of each employee separated from the payroll, hired, laid off, recalled, placed on approved leave of absence, or a change of address within fifteen (15) days of such change.

### **Section G. Association Release Time**

3. **Grievances/Negotiations.** The Association shall not lose time or pay for authorized time spent investigating complaints and or handling grievances, or negotiations during their regular scheduled working hours. The Board shall not be obligated to grant time during the employee's paid working hours.
4. **Association Conferences/Training Sessions.** Each school year, the Association shall be allowed up to twenty (20) hours of released time for employees at the trip rate of pay to attend conferences and training sessions endorsed by the Association. The Board in its discretion may approve these hours for other Association related activities upon request from the Association on each occasion.
5. **Union Meetings.** The Association will make every effort to schedule meetings during non-driving times. Release time will be used only when absolutely necessary.

## **ARTICLE III — EMPLOYEE RIGHTS**

### **Section A. Section A. Right to Support Association**

Pursuant to applicable Michigan statutes the Board hereby agrees that every employee of the Board of Education shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining. The Board will not directly or indirectly discourage, deprive, or coerce any employees in the enjoyment of any rights conferred by Act 379 of the State of Michigan or of the Constitution of the United States. Membership in the Association is optional.

### **Section B. Non-Discrimination**

Neither the Board nor the Association will discriminate against any employee with respect to hours, wages or any term or condition of employment by reason of membership in the Association, participation in collective bargaining with the Board, nor institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

### **Section C. Discipline**

Any employee may be disciplined for misconduct or failure to properly perform duties. No non-probationary employee shall be reprimanded, disciplined, discharged, or given reduced compensation without just cause. All such discipline shall be progressive in nature. The following represents progressive disciplinary action:

1. Oral reprimand
2. Written reprimand
3. Suspension with or without pay, as determined by supervisor
4. Termination

The purpose of progressive discipline is to correct the misconduct or failure to properly perform duties at the lowest effective step. Discipline will be progressive in nature except in cases where there have been violations of the law or extreme violations of the written rules and policies of the district. Written rules and policies of the district will be made available to employees at their work site.

### **Section D. Association Representation**

Any bargaining unit member who is to be reprimanded, warned or disciplined for any infraction of school policy or delinquency in their performance, will, upon the bargaining unit member's request, have an Association representative of her/his choice at the reprimand, warning or discipline. When a request for such representation is made, no action will be taken until a representative can be present. However, within twenty-four (24) hours a date will be set for the meeting to take place. In extreme cases of misconduct, the Board reserves the right to place an employee on unpaid leave pending the meeting with the Association representative. The Association will provide the Board with a known representative for the transportation garage.

### **Section E. Personnel File**

Each employee has the right to review the complete contents of her/his personnel file. A representative of the Association may accompany the employee if so requested. No evaluative material may be placed in the personnel file to which the employee has not been allowed to respond in writing. All written

responses by the employee will be included in the personnel file. Subject to MCL 380.1230b, reprimands will be removed from the employee's personnel file at the written request of the employee after two (2) years if there has been no further disciplinary action, letter(s) or warning and/or suspension(s) related to the problem. However, if other unrelated disciplinary action, letter(s) of warning and/or suspension(s) should occur within the two (2)-year period, the original reprimand will only be removed at the written request of the employee and the approval of the Superintendent or designee. The Central Office file is the official personnel file. The employee shall be notified of any external request to review or copy their personnel file. Before any documents are released, the employee will have the opportunity to review the request and all documents subject to the request. An Association representative may be present.

#### **Section F. Complaints**

No material critical of the employee, including student, parental, or school personnel complaints, will be placed in the employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be reduced to writing with the complaints, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any such material, and the same shall be attached to the file copy of the material in question. If the employee is requested to sign any material, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

#### **Section G. Evaluations**

All drivers shall receive a formal evaluation each year by the Director of Transportation. Written evaluations are to be completed on or before June 1. Evaluations will be based on observed work performance and/or the results of work performance of the driver and said evaluation is to serve a dual purpose of (1) providing a basis for improvement and (2) providing a measurement of effectiveness. All monitoring and observation of the work of a driver shall be conducted openly. The driver shall receive a copy of the written evaluation. At the post-evaluation conference, the driver will receive a copy of the written evaluation to keep. A signed copy by the driver and Director of Transportation shall be received by the Superintendent or designee on or before June 30. In the event a driver feels that an evaluation was incomplete or unjust, she/he may put her/his objections in writing and have them attached to the evaluation report to be placed in her/his personnel file. Criteria for evaluation will be related to the evaluation form. A copy of the form will be provided to the driver at the start of the school year. If the form is to be changed, the Association and Board will meet to develop a new form. If a change in the form occurs, the new form will be distributed. The form effective for the 2016-2017 year is attached as Appendix D.

### **ARTICLE IV — BOARD RIGHTS**

#### **Section A.**

1. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by the Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
2. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest



exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by the way of illustration and not by way of limitation, the right to:

- f. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
- g. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provision of this Agreement, and the right to establish, modify or change any work or business of hours or days.
- h. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees both voluntarily and involuntarily, assign and reassign employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
- i. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
- j. Adopt reasonable rules and regulations.
- k. To hire all employees, to determine their qualifications, and conditions of continued employment, or their dismissal, demotion; and promote and transfer all such employees.
- l. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- m. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- n. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- o. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement
- p. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

- q. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of the Agreement.

## ARTICLE V — SENIORITY, LAYOFF, AND RECALL

### Section A. Section A. Status Definition

School-year: Employees working six (6) hours or more per day and at least a school year or more, but less than forty-eight (48) weeks per year.

Regularly Scheduled Part-time: Employees working on a regular basis for at least a school year or more but less than six (6) hours per day.

### Section B. Seniority

1. **Seniority Defined.** Seniority is defined as the length of continuous service in the employ of the School District. Seniority becomes effective when a driver is assigned a regularly scheduled full-time or part-time run (example: August Bid Meeting). In the event that two drivers earn seniority on the same day, a lottery will be held to determine their seniority placement.
2. **Probationary Period.** All new drivers with a regularly scheduled run shall be considered probationary until they have worked for the Board for sixty (60) total workdays. During this probationary period, drivers will have no seniority status. After the probationary period is completed, the employee will be entered on the seniority list as of the first day of the above qualifying period. Probationary drivers may be terminated with or without cause. Probationary employees will not be eligible for life insurance until the first of the month following the end of the probationary period or paid for sick leave, or holiday pay until after the probationary period is complete. At that time retroactive payment will be made.
3. **Promotions and Transfers.** Skill, ability, and seniority will be considered in all promotions and transfers within the transportation group. Provided the skill and ability of drivers as determined by the Board are relatively equal, seniority shall govern.
4. **Reduction in Hours.** If the hours of a driver are reduced by more than 45 minutes per day due to changes in student enrollments, finances, or for any other reason, the driver(s) affected will be given the opportunity to “bump” another driver with less seniority to increase their hours back to their normal scheduler day provided the administration is able to restructure the runs to accommodate the change. Regular runs will not be split in order to accommodate the ‘bumping’ process.

The Board reserves the right to determine which new run the driver will be assigned when the affected run is eliminated or reduced in hours.

The completion of the school year shall not be considered a “reduction in hours” for the purposes of a “school year” driver bumping a “full year driver.”

5. If an existing run becomes vacant and the Board decides the run will remain the same, it will be posted within ten (10) days. Notices of vacancies shall be posted in the Bus Garage. No vacancy shall be filled until it has been posted for at least five (5) days. Every effort will be

made to post notices in the bus garage for vacancies in all classifications throughout the District.

6. Seniority shall automatically terminate if the driver voluntarily quits; is discharged for just cause; or fails to report after a leave of absence.
7. The Board shall prepare and maintain a seniority list showing the length of service each member has accumulated. Two (2) copies shall be furnished to the Association President once each year by December 1<sup>st</sup>. Each employee shall receive a copy of the seniority list once each year by December 1<sup>st</sup>.

### **Section C. Layoff and Recall**

1. **Layoff Defined.** The word “layoff” means a reduction in the number of employees in positions represented by the Association.
2. **Layoff Procedure.** If a layoff occurs for any reason, the following procedures will be followed:
  - a. The Superintendent or designee will meet with the Association President or designee to discuss the reduction.
  - b. The Superintendent or designee will attempt to reduce staff through voluntary termination, voluntary reduction in hours and/or voluntary layoff; involuntary reduction of hours shall be as provided for in Section B. 4.
  - c. If reduction is still necessary, probationary employees employed shall be the first to be laid off according to the inverse order of date of hire. Employees who are not on probation shall be laid off according to the inverse order of their seniority. Layoff notice shall be given at least thirty (30) working days prior to the effective date of the layoff.
  - d. An employee whose position has been eliminated may exercise her/his right to bump any less senior employee provided they have the necessary qualifications to assume that position. Qualifications will be as outlined on job posting(s).
  - e. Drivers on layoff will be eligible to drive trips, sub runs and will not lose seniority.
3. **Recall.** The Board shall not be required to recall any probationary driver who was laid off. When the work force is increased following a layoff, drivers laid off shall be recalled in the inverse order of layoff. The Board shall not be required to issue recall notice to employees who have been on layoff status for two (2) consecutive years or more, provided, however, time worked as a substitute shall not constitute a break in a layoff status. An employee recalled to a position with fewer hours and/or lower pay, shall have the right to reject that position and remain on the recall list for future positions. The Board shall give written notice of recall by sending a registered or certified letter to the driver’s last known address with copy to the Association. If the driver fails to notify, the Board in writing within seven (7) days after the Board has given notice of recall, the driver shall be considered to have voluntarily resigned and to have given up all further right of recall by the Board.

## ARTICLE VI — CONDITIONS OF EMPLOYMENT

### **Section A. General Requirements**

Each new driver before taking up duties for the school district must have on file a health certificate indicating the individual's physical fitness for duties signed by a licensed doctor of medicine.

As required by the State Board of Education each driver shall satisfactorily complete the required school bus driver competency test which include a knowledge test and a skills test. In addition, each driver must have a satisfactory driving record.

Employment in any position shall be contingent upon filing this information with the Superintendent or designee.

### **Section B. State TB Requirements**

To the extent required by law, each driver shall meet the State requirements concerning the tuberculosis examination. Failure to comply with this requirement will result in time off, without pay, until the proper records are submitted to the Central Office. Examinations are to be completed prior to fifteen (15) days after the beginning of the school year or after the date of hire.

### **Section C. Chauffeur's License**

Chauffeur's license and (or other license or endorsement required by law is to be obtained and kept current by each driver. The Board will reimburse the driver for all required license fees.

### **Section D. Student Discipline**

The District shall make available a copy of the student discipline code by the Board and handbooks from the buildings. In the event a driver handles or participates in resolving a discipline problem on her/his bus, the driver will be paid their normal rate for all authorized time spent resolving the problem providing it extends beyond normal paid time.

### **Section E. Student Medical Condition**

Drivers shall be advised of any medical conditions of students known to the Board, which in its judgment may necessitate emergency action by the driver transporting the student. Drivers shall complete CPR instruction as directed by the District or its designee, and shall be paid for their time at the in-service rate.

### **Section F. Opportunity to Drive**

1. **Opportunity to Drive.** Full-year, school-year and regularly scheduled part-time bus drivers will have the first opportunity to drive all runs and trips consisting of 21 or more passengers in order of seniority.
  - a. School personnel may request the use of a school vehicle, provided that no more than two (2) school vehicles are driven to the same location, and that stated passenger capacity is not exceeded.
  - b. The Administration shall review the driving record of any person transporting students.
  - c. The Administration will notify anyone requesting vehicle use of the guidelines in this section and the Administration's expectation of adherence to such guidelines.

- d. Administration will provide a copy of the school vehicle schedule to drivers at the trip bid meeting.
  - e. If any person requesting a school vehicle violates the above provision, that group or organization shall forfeit their ability to utilize school vehicles for the remainder of the school year.
2. A route selection meeting will be held the second Wednesday in August for the selection of designated routes and runs by seniority. All scheduled routes shall be posted and the most senior bus driver shall have the first choice of assignment. Selection shall continue in order of the next most senior bus driver until all scheduled routes have been selected. Any additional routes or runs which may be created during the school year shall be assigned as outlined immediately above, provided said run can fit into the driver's current route. This would include any changes in current regular education routes of over 30 minutes per day.
3. Minimum route times shall be as follows:

<u>Route</u>	<u>Time</u>
Double	1.75
Single	1.25

Actual route and run times will be established on the Friday of the third full week of school in the fall. Until that time, drivers will be paid for their actual drive time. Additional time worked over and above the minimum route time will be paid according to the posted conversion chart, which will be in five (5) minute increments, based on actual time worked. If it is necessary to make changes to the procedure, the Association will be notified within twenty-four (24) hours and negotiations for such changes will take place before any changes are implemented. For any driving in addition to the regular route and as requested by the District, drivers will be paid in fifteen (15) minute increments.

Minimum route times include a pre-trip check, and involves fueling and bus sweeping. Pre-trips should not begin before the customary 15 minutes prior to driving the route. It also includes a post trip clean up time allotment when necessary (such as after a field trip).

4. **Routes, Runs Defined.**

Double Route: A double route, consists of pick-up and delivery of, grades 7-12 to and from school, and any combination of grades K-6.

Single Route: A single route, consists of pick-up and delivery of, grades 7-12 to and from school or any combination of grades K-6.

Run: The transport of students from one academic site to another, typically during a scheduled school day.

## **Section G. Trips**

All trips will be posted for bidding purposes for school year and summer schedules. Interested drivers will sign up for school year and/or summer trips. That list will form the trip rotation list. Trips will be posted in the following time slots:

Weekdays during school  
Weekdays after school  
Weekends

### **1. Posting and Bidding Procedure.**

- a. All trips will be posted biweekly by Friday noon for the second and third following week. From September-May, there will be two trip selection meetings each month. The trip selection meetings shall be coordinated by the District or its designee. If a driver is unable to attend due to a preassigned district trip, it is their responsibility to submit to the District or its designee a prioritized request list for posted trips, along with the schedule of total available hours for the second through third following weeks. This list will be used to select their trips in accordance with their seniority rights. If a driver is unable to attend due to any other reason, he/she will forego the opportunity to bid at the trip meeting.

A driver may select one (1) trip, by seniority that is available from each list. Order of trip selection will be 1) weekends, 2) weekdays after school, and 3) weekdays during school. If there are trips still remaining at the end of the selection, the rotation continues. The next week selection begins where the seniority list ended and the rotation continues. Trips for which requests were received after preparation of the Friday postings will be posted on the emergency trip list. The District or its designee may assign any trips left over after all selections are made. These trips will be assigned by seniority. Only then may new trips be posted.

- b. One way trips will be allowed under the following conditions:
  - i. No longer than thirty (30) miles round trip from pickup location.
  - ii. A bus may be required to return from an overnight trip.

Weekday sports trips starting before core routes are finished will be “Drop Only” by substitute drivers, unless they fall within our exceptions, which will be Football, Band, and Track (which will include cross-country). These exception trips will require round trip transportation to be provided by NVTa though they may require a sub to drop them prior to core route completion. Whether an exception trip will be sub-dropped or a driver will be pulled from their core route will be at the discretion of the Director of Transportation. Trips leaving at 4:00pm or later will wait for the regular driver and will not be “drop only.”

- iii. Weekend and non-school day athletic trips, if posted as one-way. (Trips cannot be changed to one-way trips after being posted as a round trip.)

- c. A driver will be assigned a “N/A” for not selecting an eligible trip and must wait for the rotation to be completed before the next selection.
- d. A driver will receive a “C” for a canceled trip and then will be eligible to select before the seniority rotation begins from the appropriate posting. In the event a trip is canceled with less than two (2) hours’ notice, a driver will be paid the trip minimum (except in cases of inclement weather) and the driver will be given a “C” in either case. If a driver’s emergency trip is canceled before the trip selection is completed, the driver will have the option of interrupting the emergency trip rotation to make another election, or take a “C”. Seniority rotation will then resume.
- e. In the event the rotation is completed more than once and a driver cannot make a selection due to scheduled or mandatory work obligations, a “T” will be assigned. The driver will then be eligible to select, by seniority, before normal rotation begins.
- f. The Board reserves the right to assign and/or reassign trips and if necessary use probationary employees or substitute drivers for such trips so that drivers do not exceed forty (40) hours work in any week.
- g. A driver will receive an “S” when the driver is unavailable to sign up for a trip due to personal illness, or family illness which requires driver’s attention, and will be eligible to select at the next week’s selection meeting.
- h. Sequence of rotation will be as follows: “C” (cancelled), “T” (time), “S” (sick) and then resume seniority.
- i. “C”, “T”, and “S” cannot be transferred between the trip postings and emergency postings.
- j. The Tuesday trip selection meeting is not a mandatory meeting.
- k. At the discretion of the supervisor, assigned trips turned back in will result in a rotation penalty. The first trip turned back in will result in a one rotation skip. Any additional trips turned back in will result in incrementally increased skipped rotations (two rotation skips, three rotation skips, etc.). For a trip turned in due to personal sickness or family emergency (about which the District may request reasonable verification), the driver will receive an “S” only for the 1<sup>st</sup> sick day used each school year. No grievances may be filed if a rotation penalty is invoked.
- l. Any skip penalties remaining on any trip board will carry over into the next school year. New rotation skips will start at one (1) skip at the beginning of each school year.
- m. Emergency Trip: If a trip comes in and needs to depart within one (1) hour, the District may fill the trip with whoever is available. If the trip departs outside the one (1) hour time-frame, the District will contact drivers utilizing the trip board rotation. The assigned driver will receive credit on the emergency trip board.

- n. Emergency Trip: If a 'turn in' trip comes in after 6:00pm and needs to depart no later than 8:00am of the following day, the District may fill the trip with whomever is available. The assigned driver will receive credit on the emergency trip board.

**Section H. Absence runs/routes**

Absence runs occur when a driver is known to be absent from a regularly assigned run for a consecutive number of days. There is no minimum on an absence run; the driver is paid for actual time driven.

- 1. Absence runs of less than five (5) days will normally be filled by a regular, part-time driver by seniority before substitutes are used to fill such runs, provided the absence run does not interfere with the driver's existing assignment. If the supervisor has received notice of such an absence after 6:15 a.m., the supervisor may dispense with the above procedure and use a substitute to fill the run. Drivers must report their absences by 6:00 a.m. If the District or its designee is unable to reach any of the regular part-time drivers, the District may use a substitute to drive the run. After that time, the District must fill the run with the most senior regular part-time driver. Drivers must sign up for said absence runs at the beginning of each school year.
- 2. Absence runs of five (5) days or longer will normally be assigned to the most senior drivers. When an absence run equals or exceeds (30) calendar days, the driver will also receive any associated paid time off, if eligible, retroactive to the first day of the absence run.
- 3. Absence routes may be assigned to substitutes.

**Section I. In-service Meetings**

- 1. Drivers are required to attend the in-service meetings sponsored by the Michigan Department of Education. Drivers will be paid at the following hourly rates for each hour of required attendance:

2018-2019	\$13.77
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- 2. All drivers are required to attend any district-wide and/or county in-service meetings if requested by the Board. Drivers may attend other in-service meetings with prior approval. Compensation for required in-service meetings scheduled on a student release day will be at their regular daily rate. Payment for other approved in-service will be at the hourly rates specified above.
- 3. Drivers are expected to attend periodic meetings that are scheduled to discuss safety, discipline, and other matters necessary for operating a safe and efficient transportation department. Advance notice will be given for the meetings unless it is an emergency situation. If attendance is required for more than twenty (20) minutes, drivers will be paid at the in-service rate.
- 4. A day is equivalent to 8 hours and may be split based on need. Professional Development time will be 24 hours including the state mandated hours. Both sides agree to coordinate these in-service hours for the school year. The subjects will be reviewed and supported by both parties prior to the in-services taking place.



**Section J. Meal Allowance**

A meal allowance will be paid to a driver when the trip is outside the boundary lines of Northview Public School District. Reimbursement will be made upon presentation of a receipt based on the following schedule:

Breakfast and noon meal: Up to \$7.00 per meal  
Evening meal: Up to \$10.00 per meal

Breakfast: When trips leave before 8:45am and return after 10:00am.

Noon meal: When trips leave before 11:00am and return after 1:30pm.

Evening meal: When trips leave before 5:30pm and return after 7:15pm.

Should any trip require the overlapping of the above schedules, the meal allowance may then be combined, not to exceed the total allowable expense.

**Section K. Uniforms**

The Board will provide one winter and one spring jacket for all full year, school-year, and regular part-time drivers every three (3) years (last distribution date: 2015). Drivers shall be given at least two (2) choices of style of jackets to select from the same vendor. New hires shall receive jackets when all others receive their jackets.

**Section L. School Closing**

If school is closed due to an emergency situation, all runs will receive full pay for each day missed. This provision shall be applicable only for those days not required to be made up according to state law. Employees will not receive pay for those days that school is closed due to an emergency situation which the law says must be made up. Drivers who have reported and transported students to the assigned destination and must return students to school/home due to an “emergency” cancellation will be paid for their time on duty when the canceled days is in excess of the grace days allowed under the school calendar.

**Section M. Training**

As needed, the employer will post and fill up to three (3) position as trainers. The best qualified employees will be selected for the positions provided they meet the qualifications as determined by the employer. The employer reserves the right to assign employees to the positions should there be no qualified or no bidders.

**Section N. Driver’s Responsibilities and Duties**

Driver’s responsibilities and duties are outlined in a Driver’s Handbook, which may be annually updated.

**Section O. Physicals**

Drivers are required to take the state mandated physical and will be paid one (1) hour in-service rate.

## ARTICLE VII — RETIREMENT

### Section A. General Conditions

The Board of Education may require retirement of any driver whose physical or mental health, as determined by a qualified physician, makes it impossible for the driver to meet the normal obligations of regular assignments. The expense of this medical examination shall be assumed by the Board of Education.

### Section B. MPSERS Eligibility

After ten (10) years of continuous employment at Northview Public Schools a driver who immediately qualifies to receive a pension from the Michigan Public School Retirement System (within six (6) months of leaving the district) and who severs employment with the Northview Public Schools, shall be paid by the Board for each day of accumulated unused sick leave at the following rates:

\$14.60 per day	up to 99 days
\$20.00 per day	from 100-200 days

## ARTICLE VIII — LEAVES WITH PAY

### Section A. Illness

A driver absent from duty on account of illness shall be paid for the period of absence, not to exceed one (1) day per month or a total of ten (10) days in any one year, except where additional time has been accumulated. Any driver who drives six (6) or more weeks during summer break will accumulate one (1) additional sick day per year.

The daily sick leave benefit shall not exceed the driver's regular run rate.

Drivers shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties.

A driver who desires to use a sick leave day must notify the Director of Transportation as soon as possible that she/he will be absent and in no case later than 6:00 a.m. on the day of absence.

Each driver shall receive nine (9) days of sick leave per year. Driver will receive five (5) days at the start of the school year. The remaining four (4) days will accrue as one half (1/2) day of sick leave per pay beginning February 1<sup>st</sup>. The maximum number of days to accumulate shall be two hundred (200). If a driver is unable to complete a school year and who has previously used more of the sick leave days attributable to that year, driver shall have the value of such excess days used deducted from driver's last pay check.

### Section B. Death in the Family

Absence without loss of salary shall be allowed, not to exceed five (5) days per incident, upon the death of husband, wife, domestic partner, parent, brother, sister, child, in-law, grandparents, grandchildren, step-children and step-parents. The first three days will not be deducted from sick leave. An additional day of bereavement, unpaid, shall be granted in the event of the death of a close friend or relative not listed above. The use of that day shall not be counted against the driver.

**Section C. Jury Duty**

The Board will pay the difference between regular compensation lost and jury duty pay received from the court by an employee required to serve as a juror during regularly assigned working time.

**Section D. Personal Business**

1. Each employee will be allowed a maximum of two (2) days absence, during the school year, for the transaction of personal business or for the handling of matters of personal nature.
2. A leave request form must be submitted to the District’s designee at least five (5) working days in advance of the anticipated absence except in cases of unforeseen emergency.
3. Such leave shall not be granted for the first or last day of the school year nor on the first working days preceding or following a vacation period or holiday (exception: graduation exercises for the employee, military departure of a child, graduation of children).
4. Such leave shall not be used for Association business.
5. Requests to use personal business days in September, October, April or May must be submitted to the District’s designee ten (10) days in advance of the anticipated absence, without exception, shall be granted only in exceptional circumstances (such as, graduation exercises for the employee, military departure of a child, graduation of children, children’s wedding), and the denial of the request shall not be grieved.

**Section E. Other**

Any absence for reasons other than the above, must be discussed in advance with the Superintendent or designee. Cases not specifically defined in these policies will be handled on an individual basis.

**Section F. Misrepresentation of Leave**

All leaves are considered as time off for the reasons stated and necessary for the protection of the driver. Any driver who willfully violates or misuses this policy or who misrepresents any statements or conditions under this policy shall forfeit all pay for this stated period and any further rights under this policy, unless reinstated in good standing by the Superintendent or designee. This offense may constitute grounds for dismissal.

**Section G. Attendance Incentive**

Prompt and regular attendance is expected of all drivers. In appreciation for those drivers who meet this standard for an entire school year, the Board will pay the following amounts in the last pay period in June:

<u>Days Absent</u>	<u>Attendance Bonus</u>
0 days	\$325.00
1 day	\$300.00
2 days	\$275.00

Unpaid days of absence will be considered non-attendance days. Attendance incentive will not be affected by use of two (2) personal business days or bereavement days.

## ARTICLE IX — LEAVES WITHOUT PAY

### Section A. General Conditions

Drivers may, at the discretion of the Superintendent or designee be granted a leave of absence without pay for up to one (1) year.

### Section B. Request Procedure

Requests for leaves without pay shall be in writing and shall be signed by the driver and given to the District's designee. Such requests shall state the reasons for the leave. Approval or disapproval shall be given to the driver in writing.

### Section C. Time Lines

Leaves of absence may be granted for personal or family vacations; however, the leave should be applied for before plans are finalized since the availability of substitute drivers will be one of the factors considered in the approval process.

### Section D. Absence Without Approval

Absence without leave approval, except in emergency situations, may be cause for termination of employment.

### Section E. FMLA

Leave provisions of this Agreement shall be construed consistent with the requirements of the Federal Family and Medical Leave Act. Employees may take unpaid leave in accordance with the Act for birth, adoptions, placement of a child in their foster care, military family leave, qualified exigency leave, or for serious medical conditions affecting themselves or their immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. Appendix 13 describes the FMLA rights, duties and responsibilities.

## ARTICLE X — WORKERS' COMPENSATION

### Section A. General Procedures

A driver injured on the job shall report such injury at once to Central Office or Director of Transportation. All reports must be filed at the Central Office as soon as possible after the incident has occurred.

### Section B. Benefits

A driver who is absent due to an injury and is eligible for Workers' Compensation benefits must elect to:

1. receive Workers' Compensation benefits, (OR)
2. receive sick leave payment.

If this option is selected, the driver will be paid during the period of disability until all sick leave entitlement is exhausted.

After this period of time, the driver receives only the Workers' Compensation benefits and then becomes responsible for all personal commitments.

## **ARTICLE XI — GRIEVANCE PROCEDURE**

### **Section A. Definition**

A grievance shall be defined as an alleged violation or misapplication of any specific provision of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance procedure. Any individual may present a grievance to the Board or its representatives, as long as any adjustment is not inconsistent with the terms of this Agreement.

### **Section B.**

Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment and the Association has been given the opportunity to review the agreement.

### **Section C.**

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Adverse evaluation shall not be subject to the grievance procedure.
2. The termination of services or failure to re-employ any probationary employee.
3. Any claim or complaint for which there is another remedial procedure or form established by law.
4. Any claim or complaint regarding the retirement plan or any insurance plans or the amount of payment by the insurance companies.

### **Section D. Procedure**

1. **Time Limits**. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. If the time limits of Step One (1) are violated no grievance can be processed. In the event the written answer is not submitted in the time specified, the aggrieved may proceed to the next step. The time limits specified may, however, be extended by mutual agreement, in writing, between the Association President and the Superintendent or designee.
  - a. For the purpose of the time limits in the grievance procedure, holidays observed under this agreement, Saturdays, Sundays, Winter and Spring Breaks and unscheduled school closings shall not be counted.

- b. All other days that are normal school year work days will be counted in the time limits. It is understood that the time limits are maximums and can be extended with the written mutual consent of both parties.
2. **Grievance Forms.** A supply of the grievance forms shall be on file with the Association and the Director of Transportation and the Central Office. Only the approved grievance form will be used.
3. **Steps.**

***Step One*** — An employee shall within fifteen (15) working days of the discovery of the occurrence of the grievance orally discuss the matter with the Director of Transportation with the objective of resolving the matter informally. The employee shall inform the Director of Transportation that the particular discussion is the step-one discussion of the Grievance Procedure.

***Step Two*** — If the aggrieved is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, s/he shall file the grievance in writing with the Director of Transportation within five (5) working days of the oral discussion of the grievance with the Director of Transportation.

Within five (5) working days of the filing of the written grievance, the Director of Transportation or his representative will meet with the aggrieved employee, or the aggrieved employee and her/his Association Representative if the employee requests the Association Representative to be present, in an effort to resolve the grievance. The Director of Transportation will have five (5) work days from the date of this meeting to respond in writing as to her/his disposition.

An Association grievance commencing at this step shall be filed within ten (10) work days of the alleged occurrence of such a grievance.

***Step Three*** — If the aggrieved is not satisfied with the disposition of the grievance at Step Two, she/he shall within five (5) working days thereafter transmit the grievance to the Superintendent or designee indicating a desire to pursue the grievance to Step Three. At this step, the grievance must be signed by the aggrieved and the Association.

Within ten (10) working days of receipt of such grievance, the Superintendent or designee may meet with the aggrieved and the Association Representative(s) to discuss the issues. A written answer shall be given to the aggrieved and the Association representative within ten (10) working days after receipt of such grievance if the Administration elects not to hold a conference to discuss the grievance, or within five (5) work days after the conference if a conference is held.

***Step Four*** — If the decision of the Superintendent or designee is not satisfactory to the Association, the grievance may be submitted for arbitration by written notice from the Association within fifteen (15) work days after receipt of the Superintendent or designee's decision. If the grievance is submitted to Arbitration, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the

arbitration hearing. The Arbitrator shall have no power to alter, add or to subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator.

4. **Limits of Arbitrator and Fees of Arbitration**. The arbitrator's authority is limited to deciding whether a specific provision of this Agreement has been violated. The decision of the arbitrator, if within his scope of authority, is final and binding. The Arbitrator's fee and other arbitrator expenses will be divided equally between the parties. Each party must bear his own personal expenses in connection with the grievance.

The arbitrator shall have no power to rule on the termination of service of a probationary employee or the failure to reemploy any probationary employee, or any matter involving the content of an employee's evaluation.

5. **Grievance Form**. Grievances will be filed only on the form specifically designed for such a purpose and referred to as "Grievance Report Forms for Northview Public Schools" (See Appendix C). Copies of this form will be available from the Administration Office and Offices of the Association.

## ARTICLE XII — VACATIONS

### Section A. Defining by Status

Probationary drivers shall not be entitled to a vacation benefit. If the driver satisfactorily completes the probationary period of 60 working days, the driver shall receive two weeks (10 working days) of vacation pay at the beginning of the next school year. Drivers will be paid their earned vacation during the times that school is not in session.

### Section B. Work During Vacation Periods

Drivers required or permitted to work during these specified vacation periods shall receive straight time pay.

## ARTICLE XIII — HOLIDAYS

### Section A. Conditions

The following conditions shall be met in order to obtain holiday with pay:

1. The driver has completed the last scheduled workday, for her/his classification, prior to the holiday unless same falls within a vacation period in which the driver is not required to work, and commence work at the scheduled time on the next regularly scheduled workday after the holiday.
2. In the event a driver is unable to work the day before or after the holiday which is excused by the Administration because of proven illness or injury, requirement one (1) shall not apply.

### Section B. Holidays Outlined

Each full-year, school-year and regularly scheduled part-time driver shall be entitled to one (1) day's pay for each of the following holidays:

Wednesday before Thanksgiving\*      Friday after Thanksgiving Day

Thanksgiving Day	New Year's Day
Christmas Day	Memorial Day
Christmas Eve	New Year's Eve

\*If the state of Michigan resumes the start of school before Labor Day the holidays will swap back.

**Section C. Floating Holidays**

Each full-year, school-year and regularly scheduled part-time driver shall be entitled to four (4) day's pay as follows to be used as "floating" holidays:

The "floating" holiday may be used any day that school is not in session.

**ARTICLE XIV — COMPENSATION**

**Section A. Step Increase**

Each employee will automatically move to the next step on the pay scale in her/his category effective on July 1<sup>st</sup> of each contract year except as limited by this provision or applicable law. Employees hired after December 31 of the contract year shall receive a step increase on their first anniversary date of employment. Subsequent step increases will be made on July 1st of each contract year.

**Section B. Longevity Rates**

Rates and years for single and double routes and runs:

	<u>Single</u>	<u>Double</u>
Sixth (6) year	\$100	\$200
Eleventh (11) year	\$125	\$225
Sixteenth (16) year	\$150	\$275
Twenty-first (21) year	\$175	\$300

Drivers of both single and double routes and runs will be paid both rates. The maximum longevity payment will be the single and double rate combination.

**ARTICLE XV — INSURANCE**

**Section A. Eligibility and Health Insurance**

The Board will provide, if elected, insurance benefits according to the eligibility schedule specified below. The specific terms and conditions of these coverages are set forth in the group policies provided. The new benefit levels will become effective the first of the month following ratification. Effective the first day of the month following ratification by both parties, The Board will contribute toward the cost of single subscriber health coverage up to the state legislated cap.

Effective October 1, 2016, all staff shall be provided single subscriber vision coverage, under the District's current plan, and at District cost.

Staff pretax contributions towards other non-health benefits will be 10% of the cost.

1. Insurance and eligibility criteria to be based on the following outline:



- a. Total hours from the previous year of 1300 hours or more:
  - i. SS Health Premium + \$200 toward FF Health (remainder paid by employee), OR
  - ii. SS Health and FF Dental and SS Vision, OR
  - iii. FF Dental and FF Visions and \$95, OR
  - iv. FF Dental and \$115, OR
  - v. \$185.
  
- b. Total hours from the previous year of 1140 to 1299.9 hours:
  - vi. SS Health, OR
  - vii. FF Dental and FF Vision and \$85, OR
  - viii. FF Dental and \$100, OR
  - ix. \$175.
  
- c. Total hours from the previous year of 950 to 1139.9 hours:
  - x. FF Dental and FF Visions and \$55, OR
  - xi. FF Dental and \$60 or SS Dental and \$70, OR
  - xii. \$115.

(Balance of full family insurance coverage may be secured by the employee through a section 125 plan and deducted via payroll.)

Insurance eligibility is determined as of July 1 of each year (July 1 to June 30). Due to the possible fluctuation in yearly work schedules, once an employee has achieved insurance level a, b or c, if an employee's hours in the next fiscal year are within 90% of the minimum threshold of that same level, then eligibility will remain at the prior year's level for one year. In the next year, the employee's hours must be based on the hours needed to be eligible for a level as specified above. Example: As of July 1, 2015, employee was eligible for level c based on total hours. As long as the employee's total hours as of July 1, 2016, were 90% of 950, the employee remains eligible for level c benefits. As of July 1, 2017, the employee's total hours must be at least 950 to again be eligible for level c in 2017-2018. If an employee is off under Workers' Compensation, the bid run hours they are scheduled for (while they are off) will be counted toward the number of hours for insurance benefits.

## 2. Insurance and Cost Containment Provision

The parties acknowledge that the District may be required by applicable state law to bid health insurance in order to receive or maintain a full foundation grant. In that event, the District will bid the health insurance benefits as stated in this Agreement, equal to or better than existing carrier and program, but the District will not be obligated to provide such benefits via the carrier(s) stated in this Agreement. However, the District will bargain with the Association concerning the implementation of any change in carrier(s) as the result of such bid.

**Section B. Enrollment Deadlines**

No changes or additions can be made after October 1, except as change in family status occurs thereafter.

**Section C. Coverage Timelines**

Coverage will terminate at the end of the month in which the driver leaves the school district.

**Section D. Duration**

The Board shall provide the above program until this contract terminates.

**Section E. Insurance Underwriting**

The Board agrees to provide the above mentioned insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policyholder.

**Section F. Life Insurance**

Effective September 1, 1994, the Board agrees to provide \$15,000 term life and \$15,000 accidental death insurance coverage for all full-year, school-year, and regular part-time drivers, who elect such coverage by completing and signing the appropriate application. Coverage will terminate on the driver's last workday. The Board will not be liable or claims beyond what it insurance carriers will provide.

**Section G. Long Term Disability**

The Board shall provide a Long Term Disability (LTD) policy for all drivers whose hours in the previous year totaled 1000 or more with a carrier to be selected by the Board with the following conditions:

1. There will be a limit of 66-23% of income not to exceed \$3,000 per month prorated over a twelve (12) month period to age 65.
2. There will be a ninety (90) calendar day modified fill waiting period.
3. The Board will consider any financial offset such as Workers' Compensation, Social Security, other insurance income, etc., to determine its obligation to the employee (freeze on offsets).
4. Alcoholism/Drug Addiction — 2 year limit Mental/Nervous — 2 year limit.
5. The coverage shall become effective at the beginning of the insurance month immediately following successful completion of the probationary period.
6. An employee who qualifies for LTD will be afforded medical care premium payments as outlined under Health Insurance through the end of the school year in which the disability occurs.
7. All other benefits are severed with the exception of medical care at the point in time where the employee can no longer provide services as a transportation employee.

8. 8. The Board agrees to provide the above-mentioned LTD benefits within the underwriting rules and regulations as set forth by the insurance carrier in the Master Contract held by the policyholder.

## **ARTICLE XVI — NO STRIKE**

### **Section A. No Strike**

The Association nor any person acting in its behalf nor any individual employee will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from her/his work position, or stoppage of work or abstinence, in whole or in part from the full faithful and proper performance of the employee's duties or employment) for any purpose whatsoever.

## **ARTICLE XVII — DURATION**

### **Section A. Contract in Force**

This contract shall become effective July 1, 2018 except where prohibited by 2011 PA 54, and remain in full force and effective until June 30, 2019.

### **Section B. Timelines for Future Negotiations**

No earlier than May 1, 2019, the Board of Education agrees to meet with representatives of the Northview Transportation Association and discuss proposals that each may make for incorporation into the contract to cover the period following the termination of this Agreement. Such discussions shall be scheduled from time to time until all suggestions have been heard and a substitute contract, agreeable to a majority of the drivers in the unit covered, has been proposed by the Board of Education.

**BOARD OF EDUCATION  
NORTHVIEW PUBLIC SCHOOLS**

**NORTHVIEW TRANSPORTATION  
ASSOCIATION**

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Liz Cotter, Director of People, Organization, and Accreditation

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Deb Garman, Chief Negotiator

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Tim Christian, Director of Transportation

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Joedy Haskin, Team Member

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Kara T. Rozin, Attorney

---

Shawna Scanlon, Team Member

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Dr. Doug S. LaFleur, Board President

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Rulesha Payne, MEA UniServ Director

**APPENDIX A — SALARY SCHEDULE**

**Section A. Trip/In-Service Rate**

\$13.77

**ALL ROUTES/RUNS HOURLY RATES**

Rates	2017-2018
Step 1	\$16.63
Step 2	\$17.14
Step 3	\$17.65
Step 4	\$18.16
Step 5	\$18.91

For the 2018/2019 school year, drivers will advance one step, if available. Drivers on Step 5 in 2017/2018 will receive a \$265.00 off-schedule payment. The payment will be included in the drivers' 1<sup>st</sup> December 2018 pay.

**Section B. Trip Rates**

For all Saturday and Sunday trips there will be a minimum of four (4) hours pay, when students have been loaded. If a driver reports for a trip that is cancelled before students are loaded on the bus, the driver shall be paid 1.25 hours at the trip rate and shall be given a "C".

Payment of trips will begin after the route time ends. Trips are to be paid in five (5) minute increments based on actual time worked.

Drivers will be paid when school is canceled for snow day(s) or other "Act of God" unless the day(s) are required to be rescheduled to meet the State requirement of 180 days of instruction.

Direct Deposit Policy — All drivers will receive their pay through direct deposit.

## APPENDIX B — DOL FMLA FORM

### EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL

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#### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee’s child after birth, or placement for adoption or foster care;
- to care for the employee’s spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee’s job.

#### Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health condition”.**

#### Benefits and Protections

During FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

#### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

#### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly

disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### **Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information

required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**



**For additional information:**  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)



U.S. Department of Labor Wage  
and Hour Division

WHD Publication 1420 ·  
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**APPENDIX C — GRIEVANCE REPORT FORM**

**GRIEVANCE REPORT FORM  
NORTHVIEW PUBLIC SCHOOLS**

Grievance # \_\_\_\_\_

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

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

\_\_\_\_\_  
Assignment

**STEP ONE**

Date Cause of Grievance Occurred \_\_\_\_\_

Date of Awareness of Cause of Grievance \_\_\_\_\_

Date of Informal Discussion with Supervisor \_\_\_\_\_

**STEP TWO**

Date of Written Grievance \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
Relief Sought \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Date of Step Two meeting \_\_\_\_\_

Disposition of Director of Transportation \_\_\_\_\_

\_\_\_\_\_  
Signature of Director of Transportation

\_\_\_\_\_  
Date



**STEP THREE**

Position of Grievant and Association \_\_\_\_\_

\_\_\_\_\_

_____ Signature of Grievant	_____ Signature of Association Officer/Representative	_____ Date
--------------------------------	---	---------------

Date of Receipt of Grievance \_\_\_\_\_

Date of Step Three Meeting, if held \_\_\_\_\_

Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

_____ Signature of Director of People, Organization & Accreditation	_____ Date
---	---------------

Position of Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

_____ Signature of Grievant	_____ Signature of Association Officer/Representative	_____ Date
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**STEP FOUR**

Date Submitted to Arbitration \_\_\_\_\_

Disposition of Arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX D — EVALUATION FORM**

**2018-2019 EVALUATION FORM  
BUS DRIVER ANNUAL EVALUATION**

Driver Name _____			Bus # _____		
AM / PM _____			Student Count - Sec. _____ Elem. _____		
Satisfactory	Unsatisfactory	Needs improvement			<u>Comments</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1) Pre Trip check		_____
			Pre-trip slips on file		_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2) Ability to control students		_____
			while driving (Ex. - noise)		_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3) Proper use of radio		_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4) Bus Stops		_____
			Parking brake		_____
			Crossing signal		_____
			Student cross		_____
			Overhead lights		_____
			Student's waiting		_____
			Hazard/Authorized stop documents		_____
			Documents		_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5) Verbalize or demonstrate proper		_____
			Railroad crossing procedures		_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6) Driving Habits		_____
			Observes speed limit		_____
			Considerate of other drivers		_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7) Care of bus:		_____
			Inside		_____
			Outside		_____
					_____
					_____
					_____

		8) Record Keeping	_____
		Directions	_____
		Gas sheets	_____
		Evacuations	_____
		Observes speed limit	_____
		Considerate of other drivers	_____
		9) Ability to work with others	_____
		10) Ability to carry out responsibilities	_____
		11) Attendance and Punctuality	_____
		12) Post Trip Inspection	_____
Recommendations and/or Comments /Goals/Changes			
_____			
_____			
_____			
Voluntary Activities _____			
Extra Training Events _____			
_____			
<p>I understand that my signature is not intended to indicate my agreement with the appraisal, but indicates that I have read the appraisal. I recognize my right to discuss this appraisal with my Supervisor, and attach any comments concerning this appraisal.</p>			
Supervisor _____		Date _____	
Employee _____		Date _____	

## **Notice of Non-Discrimination**

Northview Public Schools does not discriminate on the basis of race, color, religion, gender, national heritage, age, height, weight, marital status, genetic information, handicap, disability or limited English proficiency in any of its programs or activities.

Any questions or complaints concerning non-discrimination policies, Title **II**, the Age Discrimination Act, Title VI or IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex, or inquiries related to section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap, should be directed to:

Northview Public School  
4365 Hunsberger NE  
Grand Rapids MI 49525  
616-363-6861