

# MASTER AGREEMENT

Between the

AKRON-FAIRGROVE BOARD OF EDUCATION

And the

AKRON-FAIRGROVE TRANSPORTATION

EMPLOYEES MEA/NEA

July 2017 - June 30, 2018

## TABLE OF CONTENTS

ARTICLE I – PURPOSE .....	2
ARTICLE II - ASSOCIATION RECOGNITION, MEMBERSHIP, and INFORMATION SHARING ..	2
ARTICLE III - NO STRIKE.....	3
ARTICLE IV - BOARD RIGHTS.....	3
ARTICLE V - NON-DISCRIMINATION .....	4
ARTICLE VI – VISITATION .....	4
ARTICLE VIII– DISCIPLINE and DISCHARGE .....	5
ARTICLE VIII – SENIORITY .....	5
ARTICLE IX - LEAVE OF ABSENCE .....	7
ARTICLE X - GRIEVANCE PROCEDURE .....	9
ARTICLE XI - HOURS AND WORK WEEK .....	10
ARTICLE XII – PERSONAL BUSINESS DAYS.....	11
ARTICLE XIII - LIFE INSURANCE POLICY.....	12
ARTICLE XIV - JURY DUTY.....	12
ARTICLE XV – PHYSICALS .....	12
ARTICLE XVI - EMPLOYEES' SUPERVISOR.....	13
ARTICLE XVII - VACANCIES and NEW BUS RUNS .....	13
ARTICLE XVIII - BUS TRIP ROTATION.....	14
ARTICLE XIX – MEALS.....	15
ARTICLE XX – MEETING and COMMUNICATION .....	16
ARTICLE XXI MAP TIME.....	16
ARTICLE XXII - BREAKDOWN PAY.....	16
ARTICLE XXIII – MAINTENANCE OF BUS .....	17
ARTICLE XXIV - SAVINGS CLAUSE.....	17
ARTICLE XXV - WAIVER CLAUSE.....	17
ARTICLE XXVI - BINDING EFFECTIVE AGREEMENT .....	18
ARTICLE XXVII - TERMINATION AND MODIFICATION.....	18
ARTICLE XXVIII - IN WITNESS WHEREOF.....	19
SCHEDULE "A" - COMPENSATION SCHEDULE .....	20

## AGREEMENT

Entered into this 1st day of July, 2017, between the Board of Education of the Akron-Fairgrove Schools, hereinafter referred to as the "Board", and The Akron-Fairgrove Transportation Employees — MEA/NEA hereinafter referred to as the "Association."

### ARTICLE I – PURPOSE

The Purpose of this Agreement is to set forth wages, hours, and working conditions and promote orderly and peaceful labor relations for the mutual interest of the Board, the employees and the Association.

### ARTICLE II - ASSOCIATION RECOGNITION, MEMBERSHIP, and INFORMATION SHARING

#### SECTION I

##### Association Recognition

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board recognizes the Association as the sole and exclusive bargaining agent for all members of the unit which includes all regularly scheduled bus drivers; but excluding all substitutes, administrators, and supervisors, and all other employees.

#### SECTION 2

##### Membership

- (a) Each new bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, be advised of their rights under this agreement and shall, in writing, either join this Association or certify that they have been advised of their rights and choose not to join.
- (b) The Association agrees that it will treat all employees in the same manner with respect to the provisions contained within Section (a) of this Article. For the purposes of this Contract, the Association shall represent employees during the probationary period for all matters other than disciplinary actions for cause.
- (c) Either party to this Agreement shall have the right to reopen negotiations pertaining to the provisions of this Article if provisions of this Article are deemed illegal under

applicable laws by sending written notification to the other party thirty (30) days from the date of such legal determination.

### SECTION 3

#### Information Sharing

It is recognized that the association has the responsibility of supporting all employees within the bargaining unit by enforcing the provisions of the master agreement. The employer has the responsibility to provide the bargaining agent with public information for each bargaining unit employee.

By July 1 of each school year, the association will designate a representative to receive bargaining unit information on its behalf and will notify the Board of that selection. That individual will provide the Board with a list of member information that shall be provided to the association by July 15.

## ARTICLE III - NO STRIKE

The Association and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Association, therefore, agrees that its Officers, Representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown, or stoppage or work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

## ARTICLE IV - BOARD RIGHTS

### SECTION 1

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, 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 not limited to the generality of the foregoing, the right:

- (a) To the executive management and administrative control of the school system and 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.

## SECTION 2

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms thereof are in conformance with the laws of the Constitution of the United States and the State of Michigan.

## SECTION 3

The parties agree that this Contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

## ARTICLE V - NON-DISCRIMINATION

The Board and the Association both recognize their responsibilities under Federal, State, and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement not to discriminate against any person or persons because of race, religion, creed, color, age, sex, or national origin.

## ARTICLE VI - VISITATION

After presentation of proper credentials to the Superintendent or designated representative, officers or accredited Representatives of the Association may be admitted into the buildings of the school system to assist in the administration of the provisions of this Agreement, including the adjustment of grievances, provided that such an activity is not in areas which would be detrimental to the management and function of the school, its students or its employees.

## ARTICLE VII – DISCIPLINE and DISCHARGE

### SECTION 1

All dismissals and suspensions shall be without pay and no suspension shall be effective for more than ten (10) days without prior approval by the Board or its designated representative. All dismissal, suspensions or other disciplinary action shall be only for just and stated causes with the non-probationary employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Association Representative. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action are the following:

1. Unauthorized or excessive absence from work;
2. Conviction of any serious criminal act;
3. Immoral conduct;
4. Incompetence;
5. Bringing intoxicants or narcotics into or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics in any degree whatsoever;
6. Deliberate falsification of records and reports;
7. Dishonesty;
8. Insubordination;
9. Willful violation of agreed upon rules;
10. Punching the time card of another employee;
11. Falsifying a time card;
12. Theft.
13. Violation of Board of Education Policies

## ARTICLE VIII – SENIORITY

- (a) A new employee will be considered as a probationary employee until he/she has been employed continuously for four (4) months which must include one (1) month during which snow covered or icy road conditions have existed, and the probationary driver must attend three (3) hours of training if available, during their probationary period, The four months period is reduced to two (2) for employees who have substituted for a minimum of forty (40) days in the previous school year and have driven at least one month on snow covered or icy conditions. After completion of the probationary period, the employee will be considered as a regular employee and his/her seniority will start as of his/her date of

hire. The purpose and intent of this provision is to allow observation of a driver under this type of adverse driving condition.

A probationary driver must complete state mandated training by July 1st of the following year of the same school year.

- (b) An up-to-date seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year and such list shall contain the employee's date of hire and classification.
- (c) Seniority shall be broken for the following reasons:
  - 1. If the employee quits;
  - 2. If the employee is discharged;
  - 3. If the employee is absent for three (3) working days without properly notifying the management, unless a satisfactory reason is given;
  - 4. If the employee fails to return to work within three (3) working days after being notified to report to work and does not give a satisfactory reason;
  - 5. If the employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of such lay-off period or two (2) years, whichever is less;
  - 6. If the employee retires.
- (d) Employees shall be laid off and recalled according to their seniority in their classifications. Any driver who is laid off will have top priority as a substitute driver for regular runs providing he/she is available for the run in question. An employee's recall rights will be limited to the employee's length of continuous service with the Employer as a regular bus driver since his/her last hiring date.
- (e) Probationary employees shall not have recourse to the terms of this Agreement.
- (f) Seniority shall continue to accumulate up to one (1) year for an employee who is transferred to a supervisory position.
- (g) Any employee in the bargaining unit elected or appointed to full-time office in the Association whose duties require his/her absence from his/her work shall be granted a leave of absence without pay for the term of such office and shall accumulate seniority during his term of office.

- (h) Employees are required to submit notification of resignation at least two (2) weeks in advance.
- (i) Employees shall be given five (5) working days' notice of any lay-off.

## ARTICLE IX - LEAVE OF ABSENCE

### SECTION 1

All leaves shall be limited to two (2) years, with additional leave at the discretion of the Board, except as noted.

### SECTION 2

Any employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work shall be given a leave of absence without pay and without loss of seniority and for the duration of such disability, but not to exceed two (2) years, provided he/she promptly notifies the Employer of the necessity therefore and provided further that he/she supplies the Employer with a certificate as often as requested from a medical or osteopathic doctor of the necessity for such absence and for the continuance of such absence when the same is requested by the Employer.

### SECTION 3

Leaves of absence without pay may be granted for reasonable periods not to exceed one (1) year of time for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house.

### SECTION 4

Leaves of absence without pay may be granted for reasonable periods not to exceed one (1) year of time for training related to an employee's regular duties in an approved educational institution.

### SECTION 5

Whenever an employee shall become pregnant she shall furnish the Employer with a statement from her physician indicating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time she may continue to work. When her



physician would so indicate that she no longer can perform her normal duties she shall immediately be granted a leave of absence without pay, if requested. An employee shall return to work at her former position when her physician would so indicate in writing that she is physically able to resume her normal job duties.

## SECTION 6

The reinstatement rights of any employee who enters the Military Service of the United States by reason of an Act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

## SECTION 7

Leaves of absence without pay will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.

## SECTION 8

All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Association. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

## SECTION 9

### Funeral Leave

- (a) All employees shall be granted five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall include spouse, children, and parents.
- (b) Employees shall be granted two (2) days off with pay to attend funerals of grandparents, brother, brother-in-law, sister-in-law, sister, mother-in-law, and father-in-law. When the employee has the responsibility for making funeral arrangements for the above, he shall be granted an additional two (2) days off with pay.
- (c) The Employer may request written verification of the need for funeral leave.

## ARTICLE X - GRIEVANCE PROCEDURE

### STEP ONE:

- (a) An employee having a grievance shall present it orally to his/her supervisor within five (5) working days of becoming aware of said grievance.

### STEP TWO:

- (a) The Association President shall reduce the grievance to writing and indicate the alleged Contract violation and remedy desired.
- (b) The aggrieved employee shall sign the grievance.
- (c) The grievance shall be submitted to the Supervisor within five (5) working days from the date of Step One (a), above.

### STEP THREE:

- (a) The Association President shall meet with the Supervisor to discuss the grievance within five (5) working days of its written submission to the Supervisor.
- (b) The Supervisor shall give his/her decision in writing within ten (10) working days from the date of his/her meeting with the Association President.

### STEP FOUR:

Any appeal of a decision rendered by the Supervisor shall be presented to the Superintendent of Schools within five (5) working days, and the Superintendent shall meet with an Association Representative at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the Supervisor was not satisfactory. The Superintendent shall issue his/her decision in writing to the Association within five (5) working days of the meeting between the Superintendent and the Association Representative.

### STEP FIVE:

Any appeal of a decision by the Superintendent shall be presented to the Board of Education within five (5) working days from the date of receipt of the Superintendent's decision. The Board, or a designated committee of Board members, will meet with the Grievant and his/her

representative and attempt to reach a mutually acceptable resolution. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent was not satisfactory. The Board shall issue a decision in writing to the Association within five (5) working days of that meeting between the Board and/or its designee and the Representative of the Association.

#### STEP SIX:

If in the event a grievance is not satisfactorily settled at the above Step within fifteen (15) working days in receipt of such decision, either party may submit the grievance to binding arbitration. If in the event the parties are unable to agree on an arbitrator within five (5) working days from the date of appeal, the appealing party may submit, within fifteen (15) working days for the date of appeal, the grievance to the Michigan Employment Relations Commission for selection of an arbitrator in accordance with their rules. The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this Agreement or any written amendments. The arbitrator shall have no power to alter, add to, subtract from, or modify any of the terms of this Agreement, or any written amendments or supplements, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties or to assume any of their functions or responsibilities. If the grievance concerns matter not subject to arbitration, the arbitrator shall return the grievance and all documents to the parties without decision. The filing fees and expenses of the arbitrator shall be borne by the party against whom the decision of the arbitrator is rendered. Should there be no clear decision in favor of either part, the fees and expenses shall be borne equally by the parties; each party shall be responsible for the expense of the witnesses that it may call. The time limits provided for in this Article shall be strictly observed, but may be extended by written agreement of the parties.

### ARTICLE XI - HOURS AND WORK WEEK

#### SECTION 1

- (a) The regularly scheduled work week shall begin at 12:01 a.m. Monday, and end one hundred sixty-eight (168) hours thereafter.
- (b) The normal work week shall consist of forty (40) hours thereafter.
- (c) In the event that the employee's regular run/extra trip is cancelled and the employee is not notified of such cancellation at least one-half (1/2) hour prior to the scheduled reporting time and the employee does report for work, such employee shall be paid for their regular pay for that run/extra trip. Regular run pay for extra trip is equal to 1 hour.

- (d) The Akron-Fairgrove Schools will provide compensation for days lost to inclement weather. This compensation is not to exceed six (6) days in a school year.

## SECTION 2

Overtime rates shall be paid as follows:

Time and one-half (1-1/2) for all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.

## SECTION 3

The parties to this Contract mutually recognize and hereby incorporate in writing their past practice of paying bus driver employees on days when school is closed due to inclement weather, severe storms, fires, epidemics or health conditions. The parties enter into this Contract with the mutual understanding that scheduled student instruction days which are cancelled due to the conditions enumerated above may be counted as days of pupil instruction for the duration of this Collective Bargaining Agreement. However, to the extent that such days may not be counted as days of pupil instruction under State Law, or the State Board of Education, then any and all such days shall be rescheduled by the school district and the bus drivers will be required to work on such rescheduled day with no additional compensation paid to the bus drivers.

## ARTICLE XII – PERSONAL BUSINESS DAYS

- (a) First year employees will be entitled to accumulate personal business days at the rate of one (1) day per month to a maximum of thirteen (13) per year. After an employee reaches one (1) year of seniority, all thirteen (13) personal business days shall be granted at the beginning of each year thereafter.
- (b) Personal business days will not accumulate. Any unused personal business days at the end of each school year will be paid to the driver; or in the event of his/her death, to his/her beneficiary, at a rate equal to the scheduled daily rate.
- (c) Record of personal business use should be entered and balances are available from the finance/timekeeping software to all employees.
- (d) Each driver may have 1 paid day off per year on their birthday or another mutually acceptable date, provided that two (2) or more drivers do not select the same day.

### ARTICLE XIII - LIFE INSURANCE POLICY

- (a) The Employer shall provide to each eligible employee a twenty thousand (\$20,000) term life insurance policy with the premiums of such insurance to be paid by the Employer. To be eligible for said policy, a bus driver must be regularly scheduled to drive two (2) or more regular runs per day and not be receiving any other life insurance policy from the Employer.
- (b) The selection of the insurance carrier shall be made by the Board.

### ARTICLE XIV - JURY DUTY

- (a) Each employee shall be entitled to a maximum of thirty (30) paid days per calendar year for the purpose of serving jury duty.
- (b) The employee must make every effort to be reassigned to a time not in conflict with his regular working hours, or be excused from service, and the Board shall have the right to request that the employee be excused.
- (c) In the event the employee does not serve for a full working day on jury duty, he/she shall be required to return to his/her regular job and complete his/her regularly assigned hours.
- (d) The employee shall be reimbursed the difference between jury duty pay and his/her straight time pay for his/her regularly scheduled hours for each day of jury duty service up to a maximum of thirty (30) days as provided in Section (a) above.
- (e) If jury duty is higher than the daily wage, the employee will keep the jury duty pay and forfeit the daily wage.

### ARTICLE XV - PHYSICALS

A doctor shall be selected by the Board to provide employees with the required physical examination as prescribed by State Law at no cost to the employee. However, if the employee elects to go to his/her own doctor, he/she shall be reimbursed up to the amount paid by the Board for its doctor, provided the driver submits a copy of the doctor's statement indicating satisfactory completion of the required physical examination. New drivers must reimburse the district for physicals, training and drug test if they are not employed for one (1) school year.

## ARTICLE XVI - EMPLOYEES' SUPERVISOR

The bus drivers' immediate supervisor shall be determined by the Superintendent.

## ARTICLE XVII - VACANCIES and NEW BUS RUNS

- (a) The Board shall have the right to establish, evaluate and change obsolete jobs providing such action on the part of the Board shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Board has the right to develop and establish such new or revised job description, specifications, and classifications, rates of pay and to place them into effect. Whenever a new job is made operational, the Board shall establish the job description.
- (b) The Board will notify the Association of such new or changed job and will, within thirty (30) days after such new or changed job is established, meet with the Association and negotiate the rate and classification.
- (c) The Transportation Supervisor shall schedule a meeting within three (3) weeks prior to the first (1st) student attendance day with all bus drivers. All employees shall be sent written notification of the meeting. The employees shall be notified of all bus runs and have the right to bid by seniority.
- (d) If a vacancy occurs or a new run is established during the year, the parties will meet to discuss it.
- (e) To be considered a full-time driver for Akron-Fairgrove Schools, a driver must have an AM and PM route excluding shuttle runs.
- (f) In the event that the Employer determines that it is necessary to eliminate a run, the affected employee or employees shall have the right to exercise their seniority and displace the next senioreed employee.

## ARTICLE XVIII - BUS TRIP ROTATION

- (a) At the beginning of each school calendar year, each bus driver shall indicate in writing to the Transportation Supervisor, on forms provided by the Employer, if they desire to be placed on either the Active or Inactive List so that the Transportation Supervisor will have available a listing of all the bus drivers who desire to take field/athletic trips. An employee may also be transferred from either the Active List to the Inactive List or from the Inactive List to the Active List at any time during the school year by requesting the form from the Board of Education Office and by submitting the proper application in writing to the Transportation Supervisor ten (10) days prior to the transfer becoming effective. Bus drivers are eligible for extra trips if the extra trips will not cause them to exceed a 40-hour work week. If no other eligible driver is available, the run may go to the driver as determined by the district administrator.
- (b) The District will send a memo to the drivers outlining the verbal agreement at the drivers meeting, that when an extra trip is cancelled the driver will be assigned the next available unassigned extra trip.
- (c) When field/athletic trips are to be scheduled, the Transportation Supervisor shall make an attempt at contacting the most senior bus driver on the Active List first. Then, as additional field/athletic trips become available, the Transportation Supervisor shall continue to go down the entire Active List until each bus driver has either taken a field/athletic trip or has had the opportunity to take a field/athletic trip. When all of the bus drivers on the Active List have either driven on a field/athletic trip or have been asked and refused to drive a field/athletic trip, the Transportation Supervisor shall then once again go to the most senior bus driver on the Active List and again continue to rotate all the field/athletic trip runs according to length of service among all of the drivers on the Active List.
- (d) In the event that all of the bus drivers on the Active List refuse the field/athletic trip or trips, the Employer may fill the trip in any manner they desire.
- (e) When there would not be enough drivers on the Active List to meet the needs of the Employer, the Employer may then fill the trip in any manner they desire.
- (f) All extra trips will be posted except for extra trips within the school district during the regular school day. Extra trips within the school district during the regular school day shall be assigned by the Transportation Supervisor to a bus driver. These trips will not count in the extra trip rotation.

- (g) Employees are not permitted to drive on field/athletic trips until they have completed forty-five (45) working days of regular employment, except when no other driver is available.
- (h) First hour of extra trip shall be paid at a.m./p.m. run rate when driver has given up a regular run.
- (i) Seniority drivers shall be offered all available work before non-bargaining unit personnel.
- (j) Payroll trip sheets must be signed and dated.

## ARTICLE XIX - MEALS

### SECTION 1

Driver's meals on extra trips shall be Board paid subject to the driver's presentation of a detailed meal(s) receipt and for amounts not to exceed the following maximum allowances:

Minimum of four	(4) hour trip \$8.00	One (1) Meal
Minimum of eight	(8) hour trip \$16.00	Two (2) Meals
Minimum of twelve	(12) hour trip \$24.00	Three (3) Meals

Bus Drivers will submit their receipts for reimbursement once a month.

### SECTION 2

#### Overnight Trips

The Board shall determine the hours and all working conditions for overnight field trips. The wages for time worked while on overnight trips will be equivalent to the regular wages paid for extra trips. Lodging and meals for overnight trips will be at the expense of the school district.

The school sponsor in charge of the overnight trip will have funds to pay the driver's expenses on overnight trips.

The driver will be paid for driving time to and from the designation, and actual working hours during the duration of the activity.



## ARTICLE XX – MEETING and COMMUNICATION

Communication with Bus Drivers - Refrain from calling or texting drivers personal cell phones, the acceptable ways to communicate information with Bus drivers:

- Two way radio system
- Memos
- Daily routines at the high school office
- Friday departmental meetings
- Phone calls to home phones

The employer may hold weekly meetings at a mutually agreed upon time in order to discuss upcoming trips, etc., review repair and/or maintenance as it pertains to transportation issues. These meetings will be at no cost to the employer.

The Employer may call a meeting of bus drivers to address special areas of concern. Drivers will be paid minimum wage for those meetings. One (1) in-service per year, scheduled within the County, may be required of all drivers. Drivers will be paid for a County in-service if four (4) or more drivers request such transportation. If less than four (4) request to ride together, it will be the driver's responsibility to attend at their own cost.

Each driver must complete a six-hour class required every other year. The employee will be compensated at Technology Center rate.

## ARTICLE XXI MAP TIME

Each fall, bus drivers will travel their bus routes to familiarize themselves with students, roads, and turnarounds. The bus driver will be paid at a trip rate.

## ARTICLE XXII - BREAKDOWN PAY

Drivers, who are delayed due to breakdowns, will be paid minimum wage for lost time, beginning one-half (1/2) hour after the normal completion time of the run.

The Transportation Director, or designee, must be notified of such delay. Notification must also be given when the driver returns.

### ARTICLE XXIII – MAINTENANCE OF BUS

Bus driver(s) on a full-time status will be responsible for washing buses a maximum of two (2) times per week. Bus drivers on a full-time status, will be responsible to transport buses to Caro for repairs. The bus driver and driver traveling to Caro to pick up the driver will be paid the shuttle rate. Drivers also shall be responsible for maintaining a clean interior of the bus, and all items listed on the Daily School Bus Safety Checklist found in the Transportation Handbook.

### ARTICLE XXIV - SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other conditions and provisions shall continue in full force and effect and the parties shall enter into immediate collective bargaining negotiations for purpose of arriving at a mutually satisfactory replacement of such provision or application.

### ARTICLE XXV - WAIVER CLAUSE

- (a) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

No Agreement, alteration, understanding or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Board, unless executed in writing between the parties hereto and the same has been ratified by the Board and the Association.

- (b) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

## ARTICLE XXVI - BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

## ARTICLE XXVII - TERMINATION AND MODIFICATION

### SECTION 1

This Agreement shall continue in full force and effect until June 30, 2017.

### SECTION 2

If either party desires to terminate this Agreement, it shall sixty (60) days prior to the termination date give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter, subject of notice of termination by either party on sixty (60) days written notice prior to the current year of termination.

### SECTION 3

If either party desires to modify or change this Agreement it shall, sixty (60) days prior to the termination date or any subsequent anniversary date of termination give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

### SECTION 4

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Association, The Michigan Education Association, 4455 Doerr Rd, Cass City, Michigan, 48726, and if to the Employer, addressed to Akron-Fairgrove Schools, Central Office 2800 N. Thomas Road, P.O. Box 319, Fairgrove, Michigan 48733, or to any other such address the Association or the Employer may make available to each other.

SCHEDULE "A" - COMPENSATION SCHEDULE

SECTION 1

<b>Bus Run</b>	<b>Hourly Rate</b>	<b># of Hours</b>
AM – PM Run	\$14.00**	Minimum 2*
Shuttle	\$14.33	Minimum 1*
Technology Center	\$14.33	Minimum 3*
Extra Trips	\$12.00	Hours will vary by trip
Bus Training	\$14.33	Hours will vary by training

\*Minimum # of Hours to be paid to members is based on current bus routes (inclusive of pre-trip, post-trip, fuel run, and bus washing). The above salary schedule ensures wages and retirement will be paid for two hours per AM - PM run.

\*\*If during the 2017-2018 school year FTEs reach 275, the AM – PM Run Hourly Rate will increase to \$15.00.

SECTION 2 - CDL

The Board shall pay up to seventy dollars (\$70.00) for renewal of CDL (not initial or new) upon presentation of receipt and evidence of successful passing of the CDL examination. While the current cost is seventy dollars (\$70.00), the parties agree that should the State either reduce or increase the fee, the reimbursement shall be adjusted accordingly.

SECTION 3 - Evaluations

An evaluation system must be mutually developed between the Akron-Fairgrove Schools and bus drivers of the district.

SECTION 4 - Longevity Pay

Beginning the 5<sup>th</sup> year, 10<sup>th</sup> year, 15<sup>th</sup> year, 20<sup>th</sup> year, and 25<sup>th</sup> year of service, drivers shall be given a stipend longevity payment of:

Five (5) Years	\$175.00
Ten (10) Years	\$225.00
Fifteen (15) Years	\$275.00
Twenty (20) Years	\$325.00
Twenty-Five (25) Years	\$375.00

The stipend longevity payment will be made the last pay in June.

## SECTION 5

If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency financial manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

## SECTION 6

The effective date of this Agreement is July 1, 2017.